

AGREEMENT

THIS AGREEMENT ENTERED INTO  
THIS 1ST DAY OF NOVEMBER, 2020

BETWEEN

HENDRICKSON SPRING  
STRATFORD OPERATIONS  
(Hereinafter referred to as the "Employer")

-and-

UNITED STEELWORKERS OF AMERICA,  
(Hereinafter referred to as the "Union")

ARTICLE 1  
RECOGNITION

SECTION 1 - The Employer recognizes the Union as the sole and exclusive bargaining agent for, and this Agreement shall cover all full-time and regular part-time production and maintenance employees in the Employer's Stratford, Ontario Plants. Excluded are supervisors, supervisory employees, professional employees, managers, management trainees, salaried employees, guards and the transport drivers, as well as foremen, persons above the rank of foreman, office and sales staff. Whenever the terms "employee" or "employees" are used in the Agreement such terms shall refer to employees within the bargaining unit so defined.

## ARTICLE 2 UNION SECURITY

SECTION 1 - The Employer agrees that all present employees who are now members of the Union must remain members of the Union in good standing during the term of this Agreement and that all employees hired hereafter must become members of the Union on their date of hire and must thereafter remain members in good standing during the term of the Agreement. According to applicable law, the Employer will make deductions from employee's wages for current monthly membership dues, for all employees in the bargaining unit. These deductions will be in the amount designated to the Employer, in writing, by the International Treasurer of the Union.

SECTION 2 - The Company shall deduct Union dues including, where applicable, initiation fees and assessments, on a weekly basis, from the wages of each employee covered by this agreement. The amount of dues shall be calculated in accordance with the Union's Constitution.

SECTION 3 - All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than 15 days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the international Secretary Treasurer of the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, PO BOX 9083, Commerce Court Postal Station, Toronto, ON M5L 1K1 in such form as shall be directed by the union to the Company along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the Union office designated by the Area Coordinator.

SECTION 4 -The remittance and the R-115 form shall be accompanied by a statement containing the following information:

A list of the names of all employees from whom dues were deducted and the amount of dues deducted;

A list of the names of all employees from whom no deductions have been made and reasons;

The information shall be sent to both Union addresses identified in Section 3 in such form as shall direct by the Union to the Company.

SECTION 5 - The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this article.

SECTION 6 - The Company, when preparing T-4 slips for the employees, will enter the amount of Union dues paid by the employee during the previous year.

### ARTICLE 3 MANAGEMENT RIGHTS

SECTION 1 - Except as explicitly limited by a specific provision of this Agreement, or Letter of Understanding appended hereto, the Employer shall continue to have the exclusive right to take any action it deems appropriate in the management of its business and direction of the work forces in accordance with its judgment. All inherent functions and prerogatives which the Employer has not expressly modified or restricted by a specific written provision of this Agreement or Letter of Understanding appended hereto are retained and vested exclusively in the Employer and are not subject to arbitration under this Agreement.

SECTION 2 - The Employer specifically reserves the exclusive right in accordance with its judgment to reprimand, suspend, discharge or otherwise discipline employees for just cause; hire, promote, retire, demote, transfer, lay-off and recall employees to work; determine the starting and quitting time and the numbers of hours and shifts to be worked; close down the facility or any part thereof or expand, reduce, alter, combine, transfer, assign or cease any job, department, operation or service; control and regulate the use of equipment and other property of the Employer; determine the number, location and operation of its facilities and departments thereof; the services to be rendered, the schedules and assignments of work and the size and composition of the work force; to contract out services as necessary; make or change rules, policies and practices not in conflict with the express provision of the Agreement; introduce new or improved research, development, maintenance, services and methods, supplies and equipment and otherwise generally manage its business, direct the work force and establish terms and conditions of employment; except as expressly modified or restricted by a specific provision of the Agreement. These rights will be exercised in a just and reasonable manner.

ARTICLE 4  
GRIEVANCE AND ARBITRATION  
PROCEDURE

SECTION 1 - The purpose of this Article is to provide an orderly method for the settlement of any dispute between the parties over the interpretation, application or claimed violation of any specific provision of the Agreement. Such a dispute shall be defined as a Grievance, which gave rise to the following steps, time limits and conditions herein set forth. All time limits start from the date of the occurrence. (occurrence is defined as the time when the alleged violation first became known to the employee) In the event the Employer fails to give a written response to the grievance within the time limits specified, the grievance may be automatically processed to the next step up to and including arbitration. In the event the Union or employee fails to process a grievance in a timely manner or fails to observe the time limits or procedural requirements specified herein, the grievance shall be deemed to have been dropped by the Union or employee and may not be resubmitted.

SECTION 2 - The settlement of a grievance in any case shall not be made retroactive for a period exceeding sixteen (16) working days prior to the date the grievance was first presented in writing.

SECTION 3 - First step grievances will be processed during working time. Employee Union representatives who may process first step grievances, or be involved in the resolution of first step grievances, in accordance with this Article will be paid for their involvement.

For the purposes of this section, if a grievor is working a shift other than 5 days, 8 hours per day, 7 calendar days will be substituted for 5 work days, 14 calendar days for 10 work days, and 21 calendar days for 16 work days

Step 1 - The Employees shall first initiate a discussion with their immediate Team Leader. The Employee will provide any documentation needed and complete the comment section of the fact sheet. If the dispute is not settled during this discussion the Employee will either meet with their Steward or have their immediate Team Leader meet with the Steward to discuss the issue or concern. All time frames in this process start with this first meeting between the Employee and the Team Leader.

The Union Executive or their designate will file policy Grievances at Step 2.

Step 2 - If at the end of (7) seven calendar days, the dispute is not settled at Step one, the Employee and the Steward will submit in writing a grievance that clearly defines the problem. A copy of the grievance will be given to the Production Manager / Human Resources Manager and two copies to the Chief Steward along with the Union Fact Sheet. A written answer will be submitted to the Chief Steward within (14) calendar days and a joint grievance meeting will be scheduled by the Human Resources Manager.

Step 3 - If at the end of fourteen (14) calendar days, the dispute is not settled at Step 2, the Human Resources Manager will set up a joint grievance meeting in hopes of resolving the dispute. The Employee, Union Grievance Committee, the Union Business Representative, Team Leader, Steward, Department Manager and the Human Resources Manager may attend this meeting. If the dispute is not settled as a result of this meeting, the Human Resources Manager will respond in writing to the Chief Steward within fourteen (14) calendar days of the step 3 meeting.

After receiving the Human Resources Manager's response, either party may within thirty (30) calendar days submit the grievance to mediation or arbitration.

Step 4 – The Union and the Employer agree to consider non-binding mediation prior to arbitration. The mediator has to be agreed to by both parties.

Step 5 – If the grievance is not resolved, the grieving party may submit its intention to arbitrate the case in writing, using the following panel of arbitrators in alphabetical order.

- 1) P. CHAUVIN
- 2) B. SHEEHAN
- 3) M. WILSON
- 4) C. ALBERTYN

The arbitrator shall be notified of their selection either by the party requesting arbitration or by the Ministry of Labour if so chosen. The parties agree to accept the arbitrator's award as final and binding upon them, subject to the following limits of the arbitrator's authority:

- A) The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement.
- B) The arbitrator shall have no power to substitute their discretion for the Employer's discretion. This provision shall not conflict with the applicable Ontario statute.
- C) The arbitrator shall have no power to decide any question which, under the Agreement, is within the right of management to decide. In rendering decisions, the arbitrator shall recognize the rights and responsibilities of management except as those rights are expressly conditioned by other provisions of the Agreement.
- D) The Employer shall not be required to pay back wages, benefits or compensation of any kind prior to a period beginning sixteen (16) working days (for a 5 day x 8 hour work schedule) or eleven (11) working days (for a 3 day x 12 hour work schedule) prior to the date a written grievance is filed with the Employer. All awards for back pay shall be further limited to the amount of pay the Employee would otherwise have earned from their employment, less unemployment compensation received, if any, less any income received from a new job the Employee might take during the period of termination.
- E) The Employer and the Union agree that a Step One Form document that does not result in discipline will not form part of the discipline record, and such document itself may not be relied upon at arbitration.

The cost of arbitrator and transcript if required shall be shared equally by the parties. Any other expenses must be paid by the party incurring such expense.

Section 4 - A grievance by an employee who has been discharged for cause shall be filed at Step Two (2) and be processed as stated therein.

## Section 5

- (A) - The Employer recognizes the right of the Union to appoint stewards, who shall be one chief steward, one steward per shift for the Indirect Departments, (includes tool room, maintenance and stores), one steward per shift on the Heat Treat and Assembly departments, one steward per shift on makeup. The Union shall notify the Employer immediately in writing when stewards are appointed or any changes in stewards are made. Such stewards shall be the only persons recognized by the Company as official representatives of the Union
- (B) - In the event it is necessary for an employee to be formally disciplined, the employee will be provided with a Union representative present as a witness.
- (C) - When it is necessary for a steward to enter another department, the steward shall notify the person in charge of that department of their presence and purpose and shall not consult employees in that department without the approval of the person in charge. Such approval shall not unreasonably be denied but will depend on production and operational requirements.

However, such approval must be given within four (4) hours of the steward or employee's request to the supervisor.

- (D) - Any formal discipline will be issued within 6 working days when on 3 x 12 hour shift schedule and within 10 working days when on 5 x 8 hour shift schedule from the date of the occurrence (occurrence is defined as the time when the alleged violation first became known to the employer).
- (E) In cases where an employee(s) is suspended pending investigation the employee(s) concerned will be sent home immediately. The Company will inform the employee(s) and the union (chief steward or designate) of the disciplinary action to be taken immediately. Subject to the requirements of any joint investigation and the cooperation of all parties, the company and union expectation is that this will most often be achievable in 2 working days and for more complex matters in 5 working days and that such investigation will commence within 1 working day of the suspension. In cases of joint investigation it will be the chief steward and Human Resources Manager or their designates. Where a party interviews a witness and the other party is not present a signed witness statement shall be provided to the other party.

ARTICLE 5  
NO STRIKE/NO LOCKOUT

SECTION 1 - There shall be no strikes or lockouts during the term of this Agreement. This shall include any type of strike, picketing, work stoppage, slowdown or any other interruption or interference with work or refusing to cross a picket line during the term of this Agreement.

SECTION 2 - There shall be no lockouts by the Employer during the term of this Agreement.

SECTION 3 - Any employee who participates in or promotes any of the activity prohibited by Section 1 herein will be subject to disciplinary action including discharge and only the question of whether he did participate in or promote such prohibited activity shall be subject to the grievance procedure and arbitration.

SECTION 4 - The above provisions shall apply to the Employer and Union, and their agents, at all of the Employer's facilities without regard to whether or not the controversy or dispute arises under this Agreement, involves any other party, or is not connected with the business of the Employer.

ARTICLE 6  
EQUALITY OF EMPLOYMENT

SECTION 1 - The Employer and the Union agree every employee has a right to equal treatment with respect to employment, including in the hiring, placement, promotion, salary determination or other terms of employment of employees in job classifications covered by this Agreement, without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability.

ARTICLE 7  
SENIORITY

SECTION 1 - Seniority shall consist of an employee's unbroken length of service from the employee's most recent date of hire. Authorized leaves of absence granted by the Employer shall not break an employee's length of service.

SECTION 2 - All employees will accumulate seniority based on their date of hire. (date of hire means start date)

SECTION 3 - The Employer will post a seniority list within a reasonable period of time. Such lists will be updated every three (3) months containing the employees name, date of hire and clock number.

SECTION 4- An employee shall be considered probationary until the employee has satisfactorily completed 3 months of employment and performed 520 hours of work. During the probationary period, the Employer shall have the discretion to discipline or discharge any probationary employee for any reason satisfactory to the Employer as long as the decision to terminate was not arbitrary, discriminatory or in bad faith. In the event the Employer exercises its discretion to formally discipline or discharge a probationary employee, or meets with the employee for formal evaluation as described below, the employee will be provided with a Union representative present as a witness. It is the intention of the Employer that, where appropriate, probationary employees will be evaluated by their supervisors at 160 hours, 320 hours and 480 hours provided that employment has not been terminated.

SECTION 5 - Where two employees are hired on the same date, the employee having the lower clock number shall be deemed the most senior.

SECTION 6 - Termination of seniority and employment shall occur in the following cases:

Quit.

Discharge for cause.

If an employee does not return to work following a lay-off for a period equal to the employee's seniority up to:

Less than 1 Year	length of service
1 Year to 5 Years	18 months
5 Years or More	24 months

Continued absence following the expiration of a leave of absence, without reason satisfactory to the Employer.

Absence from work for three (3) consecutive working days on a 5 day x 8 hour shift schedule or two (2) consecutive working days on a 12 hour shift schedule without, satisfactory notice to the Employer.



Failure to return from lay-off within five (5) working days for a 5 day x 8 hour shift schedule or three (3) working days for a 3 day x 12 hour shift schedule of receipt of recall notice sent to the employee's address listed in the personnel file by registered mail.

SECTION 7 - Employees promoted to supervisory positions or other positions not included within the bargaining unit, shall have their bargaining unit seniority terminated on the date that the employee first transfers out of the bargaining unit, and will not be eligible for return back into the bargaining unit.

SECTION 8 - For up to one (1) year absence while on Worker's Compensation, Accident and Sickness and/or Long Term Disability Insurance benefits, an employee will return to their last previous job classification held with full seniority from the date of hire.

For absences greater than one (1) year, an employee shall be reinstated and assigned by the Employer with consultation with the union to a position for which the employee, has the ability and seniority to qualify. In the event that an employee does not have the ability to perform all the aspects of the assigned position, the employer shall review whether reasonable accommodation is feasible. In the event that the employee cannot be reasonably accommodated, the employer will pay severance pay as provided for under the Employment Standard Act 2000, and the employment relationship will then terminate. Where an employee is absent for a period in excess of one (1) year the employee, upon return to work, shall be credited with no more than two (2) years seniority in addition to any seniority accumulated prior to the date of absence.

SECTION 9 - Lay-offs  
Subsection (A)

Lay-offs shall be made in reverse order of seniority provided the remaining employees are capable and qualified without training to do the available work. In the event that an employee has not performed any of the positions that are available within the plant, the employee will be allowed to bump into an entry level job and training will be provided. Entry level jobs shall be: 101, 217, and 155.

Subsection (B)

The Employer shall, provide at least 2 weeks' written notice of lay-off. Such notice shall be provided, first to the Union President or designate, and thereafter to the employee. The Employer will furnish the Union with a listing of employees to be laid off.

Subsection (C)

Super seniority for purpose of lay-off shall be given to the Union President, Vice-President and Chairperson of the Grievance Committee as long as they are able to satisfactorily perform the available work.

## Subsection (D)

### Internal/External/Permanent/Long Term Lay-offs:

The following procedure will be applied when conducting internal lay-offs and adjustments in manning classifications and shifts.

1. The Employer will determine the number and names of employees and the job numbers and shifts of those employees to be laid off.
2. Open positions will be posted once only prior to the start of the bumping process.
3. Subsequent job openings as a result of the job posting procedure will be considered open positions for the purposes of conducting a layoff.

To conduct the lay-off, the employer shall post a copy of the bump list, a copy of the open positions list, and the seniority list. During the process, the bump list and a copy of the open positions list will be updated daily as necessary. Within 24 hours of the initial attempt to contact the employee by the company, in the presence of the union, the most senior affected employee will have the opportunity to choose one of the options below:

- a) Retain current job number by changing shifts and displacing the least senior employee on the new shift, or
- b) Displace the least senior employee in another job and will be provided a one week familiarization period.
- c) Fill an opening which is vacant as a result of the posting process described in step 3 and will be provided a training period.

In order to complete the process in a timely manner for the benefit of all, if the affected employee does not choose an option within 24 hours of the initial attempt to contact, then the employee shall be assigned based on skill and ability.

The Employer reserves the right to temporarily transfer employees affected by the layoff for the duration of the bumping process until all positions are filled under the above process or within a 4 week period whichever is less.

Upon completion of the bumping process employees will be required to move to their new positions upon notice from the employer. One week's written notice shall be provided by the Employer.

In any layoff or bumping situation, as in (b) above, the employee must be able, without training, to meet minimum production for all jobs within a one week period.

If the employee does not meet minimum production requirements within one (1) week, all subsequent bumps are reversed and the employee will fill the open position after all moves are reversed. The next most senior employee affected will go through this step 3 until all vacant positions are filled.

After accepting an open position, should an employee remove their self, the employee shall rejoin the bumping process as it exists at the time and in accordance with their seniority.

Subsection (E)

Temporary Lay-offs:

The Employer and the Union agree that the Employer may, from time to time and as production requirements dictate, require short-term reductions in the number of bargaining unit employees. The Employer and the Union agree that a short-term shall be defined as a lay-off, which shall not exceed six (6) weeks in length. The Employer and the Union agree that, in circumstances where the Employer deems a short-term layoff of one (1) day or less, to be necessary, the following procedure shall apply:

- (a) Employer will request volunteers within the job classification on the affected shift.
- (b) Employer will request volunteer's plant wide on the affected shift.
- (c) If there are insufficient volunteers the least senior employees on the shift will be displaced, as long as the senior employees remaining have the skill and ability to meet minimum production requirements.

Where the Employer deems a short-term layoff of more than one (1) day but not exceeding a temporary layoff, as defined herein, to be necessary the following procedure will apply:

- a) The Employer shall determine the number of employees and the classifications and/or shifts which shall require reduction;
- b) The Employer shall advise the Union of the number of employees who will be affected by the short-term lay-off, and further shall advise the Union of the classifications and/or shifts which will be affected;
- c) The employer may consider volunteers for short term lay-off, by classification and by seniority, subject to skill and ability of those left to perform the work. If the company is considering voluntary lay-offs it shall identify the targeted classifications and number of lay-offs and then solicit employees by seniority (senior to junior) to determine the impact on operational efficiency. The company will then indicate if it will proceed by voluntary lay-off or not at its discretion. If the company does not proceed by voluntary lay-off, lay-offs shall be administered and determined in accordance with the requirements of Article 7, Section 9 (excluding the one week refresher period) of the Collective Agreement;
- d) Those employees on short-term lay-off shall be required to return to work upon request, notwithstanding that the short-term lay-off period shall not have expired;
- e) Employees who have been laid off in accordance with this short-term lay-off process shall not be entitled to return to work prior to the expiry of the short-term lay-off period unless they are requested to return to work by the Employer;

The Employer and the Union, prior to any short-term lay-off where possible, resulting in a week without earnings, shall seek Employment Insurance Commission information as to whether the E.I.C. will grant benefits to employees laid off under this short-term lay-off process. The Employer and Union shall reasonably cooperate in the access to benefits by employees.

Subsection (F)  
Voluntary Lay-offs:

There will be no voluntary lay-offs except in case of short-term lay-offs as provided for in subsection (E) above: Laid off employees must exercise their seniority and bumping rights.

Subsection (G)  
External Recall:

Employees will be recalled from lay-off in order of seniority provided the recalled employee is capable and qualified within a training period (five (5) working days in a 5 day x 8 hour shift schedule or (3) working days in a 3 x 12 hour shift schedule) to perform the available work. A recalled employee must accept the first available job opening he is capable of performing. If more than one of the same job number becomes available at the same time with different shift options, then the senior employee may select the desired shift.

Subsection (H)  
Internal Recall:

Employees will retain recall for (2) two years to the last position held. While an employee retains recall rights, and is awarded another job through the job posting procedure or refuses recall to the last position held, recall rights will be forfeited. If more than one of the same job number becomes available at the same time with different shift options, then the senior employee may select the desired shift.

SECTION (10)  
Job Postings

Initial job vacancies will be posted for three (3) work days when all production employees are scheduled for five (5) day weeks and for seven (7) calendar days when other work schedules are in effect. (e.g. 3 x 12 hours)

Job vacancies shall be awarded within five (5) business days of the closing date. A successful applicant awarded a job posting with a higher wage rate shall receive such higher wage upon the earlier of moving into the awarded position or three (3) months following being awarded the position.

The posting will show the job number, title, wage rate and shift. Employees interested may apply by completing the proper form. The Employer will consider all requests from current employees with regard to their seniority. Where a position is not filled through this posting procedure, the Employer may assign junior employees or trainee employees as required.

In a situation when an employee submits multiple job bids, and the employee's job bid(s) has not been withdrawn prior to the posting closing date, they will be awarded the job vacancy for which

they were the successful applicant. Employees may indicate their preference on the job bid form when bidding on multiple jobs; However, the job posting with the earliest closing date will be awarded first.

An employee who is on vacation or a short term leave of no more than three (3) weeks may submit a temporary absence job bid form indicating job number and shift. The temporary absence job bid form must be for a specific time showing the start and end date on the temporary job bid absence form.

When awarded entry level jobs (101,217,155) employees will be frozen from bidding on another job for six (6) months; For all other awarded job classifications, the employees will be frozen from bidding on another job for 12 months which begins from the date the job was originally awarded. This restriction shall be waived upon the implementation of a new job.

Employees have the right to remove themselves or be removed from the new job by the employer, within two calendar weeks from the date the employee was moved to the new job. However, an extension of a further two calendar weeks may be arranged by mutual agreement.

Any employees who remove themselves or are removed by the Employer may return to their previous job.

Employees who remove themselves from entry level jobs (101,217,155) will be frozen from bidding on another job for six (6) months; Employees who remove themselves from all other awarded job classifications will be frozen from bidding on another job for twelve (12) months which begins from the date the employee removes themselves. Employees who are removed by the Employer from any job are not restricted from bidding on future job vacancies.

The Employer agrees to post a notice in the plant-advising employees of the name of the successful applicants to any job vacancy. Entry level jobs (101,217,155,) Employees will be frozen from bidding on another job for 6 months. For all other awarded job classifications, the employees will be frozen from bidding on another job for 12 months which begins from the date the job was originally awarded.

#### Temporary Job Posting

All temporary postings will contain a time limit not to exceed twelve (12) months.

If the need for the temporary position continues beyond the limit which was originally posted, the opening will be re-posted. The position shall be awarded within the following forty-eight hours to the most senior qualified bidder who may be required to remain in the temporary assignment for the period of the vacancy.

As a result of any temporary job posting, two (2) subsequent temporary job vacancies shall be posted as per the requirements of this Article. Any subsequent vacancies shall be filled at the Employer's discretion.

The Employer reserves the right to by-pass any employee posting for a temporary vacancy if the vacancy is for six (6) months or less.

An employee whose absence creates a temporary vacancy will return to their former classification provided they are capable of performing their regular duties subject to provisions of Article 7, Section 8 of the Collective Agreement.

#### SECTION 11 - (A) Temporary Transfer

When the Employer finds it necessary to temporarily transfer an employee to meet the production and operational requirements, the following procedures will apply:

For the purpose of this entire section, the term production specifically excludes skilled trade's employees from being used for regular production work. For temporary transfer outside an employee's scheduled shift, one (1) week's written notice shall be given by the Employer.

1. If there is no work or a piece of equipment is going to be down for an employee's shift or less, the employee(s) who is on that piece of equipment may be re-assigned. When the employee(s) returns to work on their next scheduled shift, if there remains no work or the piece of equipment remains down, the senior employee(s) will be redeployed within the classification, if available, and the employee has the skill and ability to perform the work.
2. Clean up in the work area is considered to be work within the classification.

In cases where the temporary transfer is less than ten (10) work days for a 5 day x 8 hour shift schedule or six (6) work days for a 3 day x 12 hour shift schedule, the open position will be filled first by:

Available backups

Surplus employees

In cases where the vacancy is more than ten (10) work days for a 5 day x 8 hour shift schedule or six (6) work days for a 3 day x 12 hour shift schedule up to thirty-one (31) work days for a 5 day x 8 hour shift schedule or twenty-one (21) work days for a 3 day x 12 hour shift schedule, the open position will be filled by Backups.

If no backups are available then the surplus procedure outlined below will apply. When it becomes known that the vacancy will be more than thirty-one (31) days the temporary posting procedure will be followed.

## SECTION 12 - Backup Procedure

There will be backup positions on each shift, to a maximum of four (4) per department to a total of eight (8) backups. These positions will be in the Makeup and in Heat Treat/Assembly.

Backups will fill all temporary vacancies first when available.

Backups must be trained in all positions in their area up to and including the top level position.

Makeup backup - will learn all operations in the makeup department. (i.e. shearing, presses, taper pointing, grinding, eye & wrap forming, taper rolling, lift truck, makeup setup)

Heat Treat & Assembly backup- will learn all operations in the heat treat and assembly department. (i.e. setup, furnace line operator, spring assembly, shot peen, stress peen, paint, lift truck)

Backup employees will be paid base rate as the minimum or the rate of the job which they are performing. (Current base rate job number 158B and 155B)

Overtime will be administered in the following manner.

When the backup employee is working at the base job the employee will be designated as a 158 or 155 whichever applies.

When the backup employee is working in any other position, the employee is eligible for the overtime in the position, if on the date overtime is awarded or assigned the backup employee is in a backup position and will remain for the balance of the week.

Backup employees will be transferred by using most senior available and able to do the job.

## SECTION 13 - Surplus Procedure

When backup employees are not available the following procedure will apply:

Management will identify where the surplus employees are by job number on the same shift first and then other shifts if required i.e. vacations, long term absences.

The least senior surplus employee will be transferred first provided the employee has the skill and ability to do the job.

If the temporary transfer outlined above extends for more than ten (10) work days on a 5 day x 8 hour shift schedule or six (6) work days on a 3 day x 12 hour shift schedule respectively:

Offer the transferred employee an extension in that position

If employee declines, that employee returns to "Home" position and the process goes back to Step 1 of the surplus procedure.

In those situations where a machine or process is not operational; the least senior employees on that machine or process will be moved first prior to exercising the above procedure provided the employee has the skill and ability to fill the open position.

Employees will be paid the higher of either their own rate or the rate for the job to which they are transferred for the number of hours they spend on the job to which they have been transferred.

For temporary transfer outside an employee's scheduled shift, one (1) week's written notice shall be given by the Employer.

#### SECTION 14

In the event the Company combines bargaining unit jobs, resulting in a redundancy of any of the affected employees, the senior employees so affected will be provided the option to bump in accordance with the seniority provisions of the Collective Agreement in lieu of the junior employees who would be redundant.

### ARTICLE 8 WORK WEEK AND OVERTIME

SECTION 1 - For the purpose of Article 8, the normal work week will consist of either;

8 hours per day Monday (nights commencing on Sunday evening) to Friday inclusive (40 hour work week)

- (i) 11:00 p.m. – 7:00 a.m.
- (ii) 7:00 a.m. – 3:00 p.m.
- (iii) 3:00 p.m. – 11:00 p.m.

Weekend defined as from end of last regularly scheduled shift of the week to beginning of first regularly scheduled shift of the week.

OR

12 hours per day for 3 days during the period from Sunday 7am to Saturday 7am (36 hour work week).

A work day is a twenty-four (24) hour period beginning at the time an employee's regularly scheduled shift begins.

The Employer does not guarantee to provide work for any of the daily or weekly hours described in the Article.

The Employer may modify the normal work-week as described below. Such modification to the work-week shall only be implemented after notification to the Union. The Employer will only modify Maintenance work week in conjunction with modifying Production work week. The Employer will not establish rotation or "Continental" shifts.



### 3 x 12 Hours Shifts

The Employer may implement the following shift schedule

#### Days of the Week

A SHIFT	SUN. 7 am – 7 pm MON. 7 am – 7pm TUES. 7 am – 7 pm
B SHIFT	SUN. 7 pm – MON. 7 am MON. 7 pm – TUES. 7 am TUES. 7 pm – WED. 7 am
C SHIFT	WED. 7 am – 7 pm THURS. 7 am – 7pm FRI. 7 am – 7 pm
D SHIFT	WED 7 pm – THURS. 7 am THURS. 7 pm – FRI. 7 am FRI. 7 pm – SAT. 7 am

Weekend is defined as from end of last regularly scheduled shift of the week to beginning of first regularly scheduled shift of the week.

Weeks that employees work the three (3) day twelve (12) hour schedule, all hours are worked at straight time.

Adjustments in manpower which are required to make the transition to this shift schedule will be conducted using the internal lay-off provisions of Article 7 except as follows. Each employee will be required to specify four (4) preferences for shifts within their existing job numbers based on seniority, employees will be reassigned on these preferences, provided that the assigned employees have the adequate skill and ability to perform the work required and meet at least the minimal production requirements. If an employee is not reassigned based on these preferences, the provisions of Article 7 regarding employees displaced in an internal lay-off will be applied.

If the Employer decides to return to a schedule of 5 days / 8 hours per day, the same transition process will be followed except that each employee will be required to specify three (3) shift preferences within their current job number.

Paid time off for Bereavement Leave, Jury Duty, Statutory Holidays, etc. will be handled in a manner consistent with an employee's regularly scheduled shift.

When the plant is on a 3 x 12 hour shift schedule the following holidays will be paid at 8 hours

New Year's Day

December 24

Christmas Day

Boxing Day

December 31

Two (2) floating holidays between December 24 and January 1.

For other statutory holidays, the employee will receive 12 hours pay if the holidays fall on a regularly scheduled workday or 8 hours pay if the holidays fall on a regularly scheduled day off.

If the plant is not scheduled on 3 x 12 hour shift schedule all holidays will be paid at 8 hours.

The Employer will notify the Union at least 2 week prior to the implementation of any change to shift schedules. The company reserves the right to establish various schedules for different equipment centers, as business conditions require.

Employees on each 8 hour shift shall be allowed a paid rest break of ten (10) minutes during each half-day of four (4) hours or more.

Employees on a 12 hour shift schedule shall be allowed paid rest breaks of two (2), ten (10) minutes breaks during each half day of six (6) hours or more

In the case of one or two shift operations, each employee shall be allowed an unpaid lunch period of not less than one-half (1/2) hour, such lunch period to commence not later than four (4) and one-half (1/2) hours after the employee starts working each day.

In the case of a three (3) shift 8 hours per day operation, each employee shall be allowed a paid twenty (20) minute lunch period per shift.

Employees on a 12 hour shift schedule will be allowed a paid twenty (20) minute lunch break per shift.

Any employee working a statutory holiday will be paid two (2) times their base rate for all hours worked, plus payment for the statutory holiday.

## SECTION 2 OVERTIME PROCEDURE

### A) VOLUNTARY OVERTIME

The intent of voluntary overtime is to provide needed manning for production and maintenance purposes.

1. The Company will determine and post the overtime requirement number of employees required per job classification. (Need to identify what the plan is) by Thursday of the week prior to overtime (when on 12 hr. shift) by 10am Monday of current week (when on 8 or 10 hr. shift) .
2. In cases where voluntary overtime opportunities have been identified, the employee will inform the team leader of the overtime opportunities they want to volunteer for no later than 7am Wednesday (when on 8 or 10 shifts) or 7am Monday (when on 12 hour shifts).
3. Awarding of Overtime:  
Awarding of overtime will be done in the following sequence:
  - (a) Required Classification from the same shift as the posted overtime
  - (b) Same shift other job classifications who have skill and ability to perform the duties of the job.
  - (c) Required classification from the other shifts.
  - (d) All other employees who have skill and ability to perform the duties of the job.

4. If an overtime opportunity is available to an employee on their own job classification and own shift, they must volunteer for this opportunity prior to any other opportunity. However, to equalize the opportunity to work overtime any volunteer with more than twenty-four (24) overtime hours in excess of any other volunteer, on any shift, will be bypassed in favour of the employee with the least overtime hours. The twenty-four (24) hour clause for equalizing overtime only applies when overtime work opportunities on a specific job classification are not posted for all work shifts on the same work day.
5. The Awarded Overtime list will be posted no later than 3pm Wednesday (when on 8 or 10 hr. shifts) or 3pm Monday (when on 12 hour shifts)

## B) REQUIRED / ASSIGNED OVERTIME

The intent of Required or Assigned overtime is to provide required manning levels to support crewing levels required in those instances when meeting production requirements are considered to be critical and directly linked to immediate customer or business needs.

1. If there are insufficient volunteers to fill the overtime requirements for the needed job classification(s), then the employee with the least overtime hours or seniority (if applicable) on that shift in that classification will be assigned to work the overtime provided they have the skill and ability to perform the job. Employees will only be assigned to their own shift unless there are no employees available on the required shifts.
2. Required assignment of overtime will be done in the following sequence:
  - a. Required classifications from the same shift as the posted overtime.
  - b. Other employees from the same shift provided they have the skill and ability to perform the duties of the job.
  - c. Required classification from the other shifts.
  - d. Other employees from other shifts provided they have the skill and ability to perform the duties of the job.
3. Management representative with Union Steward will notify affected employees of the overtime assignment. Assigned overtime will be posted by the punch clocks by 3pm Wednesday. Minimum 24 hours' notice required. (employees will be asked to initial assignment sheet or steward to witness employee has been notified) started Wednesday completed by 11pm Thursday afternoon.
4. In those instances when the entire plant, or specific areas of the plant, are required to work an additional shift or an additional day of operations, a posting stating the additional shift of work or full day requirement, will be satisfactory for a posting of required overtime. In these cases all employees within the specified production area, or entire plant, would report to their normally assigned area of work. The posting so stating the additional shift or complete day of required overtime must be posted no later than 3 p.m. Wednesday of the week requiring the additional work (or 3pm Monday when on 12 hour shifts).

5. Employees on a 5 x 8 schedule will not be assigned overtime on consecutive weekends and union and company agree to discuss such needs in mutual gains considering principles in their commitment to customer letter.

### C) OVERTIME MISCELLENEOUS

For overtime equalization purposes, all overtime hours awarded or assigned will be charged to the applicable employees. In the case of an approved shift switch, the employee who accepts the overtime will be charged the applicable hours.

- 1.5 If an employee misses an overtime work opportunity that should have been awarded and another employee with more overtime hours credited or with less seniority (whichever is applicable) is scheduled for the overtime opportunity, the employee who was entitled to the overtime must bring any objection noted to be addressed with the appropriate union steward and/or company representative within 24 hours of when the awarded overtime list is posted. The awarded overtime list after this time is considered agreed upon and employees missed for overtime opportunities are not to be paid for those missed overtime opportunities. Any correction, required by an employee objection, will be posted by 11pm Thursday (when on 5X8 shift).
- 1.6 For equalization of overtime, all hours worked or charged will be zeroed out on January 1, April 1, July 1, and October 1.
- 1.7 For the purpose of maintaining equal opportunities in the awarding of overtime, newly hired employees shall be credited the average number of hours worked by the rest of the employees in that classification.
- 1.8 Students may not be awarded overtime work opportunities ahead of permanent full time employees who have the skill and ability to perform the work required. However, students will be assigned overtime work opportunities ahead of permanent full time employees based on their skill and ability to perform the work required.
- 1.9 An employee who works beyond the shift's normal stop time shall be entitled to a ten (10) minute paid break. Such breaks will be taken at the shift's normal stop time. At the end of each subsequent two (2) hour period of overtime, a ten (10) minute paid break will be granted.
- 1.10 A list of overtime hours accumulated by employees will be provided to the Union President, Chief Steward and/or designate(s) each week.
- 1.11 The Employer will notify employees of planned week- end overtime twenty-four (24) hour in advance of the need. Once an employee has accepted or been assigned overtime, he has accepted the responsibility for this work. If the employee cannot report for this overtime work opportunity, they will report this to the Team Leader not less than one hour in advance of the overtime. The employee will be charged for the overtime hours that were awarded or assigned.

1.12 The requirement that an employee has worked forty (40) hours or thirty-six (36) hours in a week to be eligible for overtime pay shall not apply where the employee does not volunteer for the overtime but is directed to work overtime by the Employer.

#### D) OVERTIME PAY

1. Employees will be paid overtime for any work prior to and beyond their normal scheduled shift in a day. The rate of pay will be 1 1/2 x their base rate for the first four (4) hours and 2 x their normal base rate for all work beyond that. All hours worked over 12 consecutive hours in a workday will be paid at 2x the normal base rate.
2. Employee will be paid time and one half (1 1/2) for all hours worked on the 6th shift worked in a calendar week provided he has worked a minimum of forty (40) straight time hours when on a 5 day x 8 hour shift schedule. An employee will be paid time and one half (1 1/2) for all hours worked beyond thirty-six (36) hours up to forty-eight (48) hours on a 3 x 12 hour work schedule provided the employee has satisfied the thirty-six (36) scheduled hour work requirement.
3. An employee will be paid double time (2x) for all hours worked on the 7th shift worked in a calendar week provided he has worked a minimum of forty (40) straight time hours as above when on a 5 day / 8 hour shift schedule. When on a 3 x 12 hour shift schedule all hours worked beyond forty-eight (48) scheduled hours will be paid double time (2x) provided the employee has satisfied the thirty-six (36) scheduled hour work requirement.
4. In the event the Employer requests an employee to change shift by working a second shift in a twenty-four (24) hour period the second shift will be paid at one and a half (1 ½ ) for the first four (4) hours of overtime and two (2) times thereafter.
5. All hours worked between 7 a.m. Saturday and 7 a.m. Sunday will be paid double 2x provided the employee has satisfied the thirty-six (36) scheduled hour work requirements when on a 3 x 12 schedule.
6. Exceptions to the forty (40) work hour requirements above will be made only if the employee has a preapproved leave of absence, excused ESA sick leaves/family responsibility leaves (as provided for in the ESA), sickness and accident, workers compensation or there was a holiday in that week.
7. Overtime payments shall not be duplicated (pyramiding) for the same hours worked under the terms of this agreement, (i.e. to the extent that hours are compensated at overtime under one provision, they shall not be counted as hours worked in determining overtime under another provision).

ARTICLE 9  
HOLIDAYS

SECTION 1 - Full-time employees, on the active payroll who have completed their probationary period are eligible for the following paid holidays:

New Year's Day	Thanksgiving Day
Good Friday	December 24
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	December 31
Labour Day	Family Day

Additional two (2) days to be celebrated between December 24 and January 1 at the time to be designated by the Employer. Probationary employees shall receive public holidays in accordance with the Employment Standards Act, 2000.

SECTION 2 - Eligible employees shall receive eight (8) hours pay at their straight time rate for their normal 5 day x 8 hour work shift or shall receive twelve (12) hours pay at their straight time rate for their normal 3 day x 12 hours work shift, plus applicable shift premium provided the employee has completed the probationary period and works the full shift on the last scheduled work day before the holiday and the full shift on the first scheduled work day after the holiday. Refer to Article 8 Section 1 of this agreement on how holidays are paid when the plant is on a 3 x 12 hour shift schedule. A grace period will be allowed for one of these days if the following conditions are met. Employees must notify the Employer within 90 minutes of the scheduled work shift and give the Employer a satisfactory reason for lateness. Failure to give a satisfactory reason and to report for work within the first half shift of the scheduled start of the shift will disqualify the employee from receiving holiday pay.

SECTION 3 - For holidays during the Christmas holiday period the following eligibility criteria will apply. If an employee is absent for the full shift on the last scheduled workday before Christmas Eve, he will lose pay for 2 statutory holidays. Also if an Employee is absent for the full shift on the first scheduled work day after New Year's Day, he will lose pay for 2 statutory holidays.

If an employee is scheduled to work and is absent for any statutory holiday or floater during this period of time between Christmas Eve and New Year's Day this will result in the loss of holiday pay for that day.

If an employee is absent for any other scheduled shift during this period of time it will result in the loss of pay for one (1) statutory holiday.

SECTION 4 - If a holiday falls within an employee's scheduled vacation, the employee will either be given an extra day of the vacation or an extra day's pay by mutual agreement. The decision is to be made prior to the employee going on vacation.

SECTION 5 - Should any of the above holidays fall on a Saturday or Sunday it shall be celebrated on the previous Friday or the following Monday, or on any other day as mutually agreed to by the parties.

Section 6 - Extended holiday break - during the term of the collective agreement, the company may designate regular work days which would otherwise be scheduled during the Sunday to Saturday work weeks in which December 25th and January 1st occur and which are not otherwise observed as paid holidays, as designated unpaid holidays. The company shall advise the union in advance, on or before December 7th, of such designated unpaid holidays. Any work performed on these designated unpaid holidays will be paid at straight time, except in cases where an employee is otherwise entitled to overtime pay.

## ARTICLE 10 VACATIONS

SECTION 1 - Regular employees on the Employer's payroll are eligible for vacation benefits according to the following schedule:

Years of Service	Vacation Pay	Time Off
Less 1 year	4%	None unless plant shutdown
After 1 year	4%	2 weeks
After 5 years	6%	3 weeks
After 12 years	8%	4 weeks
After 20 years	10%	5 weeks
After 25 years	12%	6 weeks

For vacation purposes, and when determining the years of service, June 30th will be the cut-off date. Vacation pay to be paid in a vacation year shall be based on the appropriate percentage of earnings from July 1st of the previous calendar year to June 30th of the current year. The vacation year will run from July 1st through June 30th. Similarly, on a 3 day x 12 hours shift schedule, three (3) working days will constitute one (1) week of vacation. On a 5 day 8 hour shift schedule, five (5) working days will constitute one (1) week of vacation.

SECTION 2 - The Employer retains the right to schedule vacations in such a way as will least interfere with the workload and efficiency of its operations. If applied for by the employee, the Employer will give consideration to requests for vacation weeks to be taken together. During the prime time of July 1st – Sept. 30th employees will only be entitled to take a maximum of 3 week's vacation. Such prime-time vacation will be scheduled in two rounds. Round one: employees will have from March 15th to March 31st to request vacation time off for the current vacation year. By April 15th, the employer will post the vacation requests which have been approved. Round two: employees will then have from April 16th to April 30th to request remaining available vacation time off for the current vacation year. By May 15th, the employer will post the vacation requests which have been approved. Persons not submitting their vacation leave of absence to the ESA minimum required annual vacation by April 30th, will have minimum ESA requirement scheduled by the Company.

Vacation payment will be paid in full week increments the week prior to the time vacation is actually taken provided they have enough accrued vacation pay. If less than a full week is taken vacation pay will not be paid. Any unused vacation pay accrual will be paid to the employee by the final pay in June.

If an employee terminates their seniority during the year, as defined in the Collective Agreement, the employee will be paid for all vacation earned through the termination date. No other vacation payments will be made during the year.

SECTION 3 - Employees may take earned vacation time within the vacation year during which eligibility for that vacation occurs. Vacation credit shall not be accumulated and carried over from one vacation year to the next vacation year.

SECTION 4 - Whereas between two employees in a job classification who want the same vacation time off, and only one employee can be granted vacation time off at that time, the employee with the most seniority shall be awarded the vacation time off.

## ARTICLE 11 COMPENSATION

### SECTION 1

(A) - Effective January 24, 2021 employees covered by this Agreement shall be paid in accordance with Appendix "A" attached hereto and made a part of this Agreement.

(B) - EFFECTIVE, January 24, 2021, EMPLOYEES ASSIGNED TO THE SECOND SHIFT SHALL BE PAID A SHIFT PREMIUM OF .75 CENTS PER HOUR, AND .85 CENTS PER HOUR FOR THIRD SHIFT.

EFFECTIVE, NOVEMBER 1, 2022, EMPLOYEES ASSIGNED TO THE SECOND SHIFT SHALL BE PAID A SHIFT PREMIUM OF .85 CENTS PER HOUR, AND .95 CENTS PER HOUR FOR THIRD SHIFT.

SECTION 2 - The job title, job content, and duties assigned to any employee are not subject to the grievance and arbitration procedure.

SECTION 3 - When a job classification is materially changed by the Employer and/or a new job classification is created in the bargaining unit; a wage rate for that job shall be established by the Employer. The Employee may grieve the rate set by the Employer if such rate does not bear a fair relationship with other jobs in the plant pursuant to the provisions of the grievance procedure. If no grievance is filed, the rate for the job set by the Employer shall be final. If a grievance is filed, the rate set by the Employer shall prevail unless an arbitrator determines the Employer's judgment was arbitrary and unreasonable in setting the rate, in which case any new rate established in arbitration shall be made retroactive to the date on which the employee first performed the job.

SECTION 4 - Students hired and assigned to any classification shall be paid an hourly rate equivalent to 70% of the regular rate for that classification. A student shall be an individual who is attending full time at a recognized educational institution. Students are not covered under the provisions of Article 15 of this agreement.



ARTICLE 12  
CALL AND REPORT PAY

SECTION 1 - An employee who is called into work shall receive a minimum of four (4) hours pay at either the employee's regular rate or at the overtime rate, whichever is applicable. This does not apply if the four (4) hours run into the regular shift, unless the call is for an emergency situation. An employee called in under these terms shall only be required to perform the tasks for which he was called in.

SECTION 2 - Employees who report to work on a scheduled work day and who are not put to work shall be paid for two (2) hours pay at their straight time hourly rate. Employees who report to work on a scheduled work day, and who are put to work, shall be guaranteed a minimum of one half (1/2) of their regular shift hours worked at the applicable pay rate. The foregoing provision shall not apply if the employee receives notice not to report to work or when no work is available because of conditions not within the control of the Employer.

SECTION 3 – If the Company is going to cancel a shift or shifts for any reason they will notify employees on the following radio stations as soon as possible prior to the beginning of the affected shifts: FM96.7 Kitchener, CKNX920 AM Wingham, FM96 London, FM 107.1 and FM107.7 Stratford; and through MIR3 Auto call system or equivalent. Employees shall provide the Company with a cell phone number (and update when necessary) for such purpose.

ARTICLE 13  
LEAVES OF ABSENCE

SECTION 1 - The Employer may grant to any employee who has successfully completed their probationary period a leave of absence, for just cause (without pay) providing the leave does not interfere with the efficient operation of the Employer. Exceptions may be granted by the Employer for good cause shown.

SECTION 2 - Employees who fail to return to work at the specified end of a leave of absence or any agreed upon extension of a leave of absence shall be considered as terminated.

SECTION 3 - All leaves of absence are to be requested in writing and shall state:

the reason for requested leave  
date leave is to begin  
expected date of return to work

All requests for leaves of absences, whether granted or denied, shall be answered in writing.

SECTION 4 - Leave of absence for maternity and parental leave purposes shall be granted in accordance with applicable Ontario statute. Employee(s) should consult with the Human Resources Department or their steward for details.

SECTION 5 - Employees on leave of absence are not allowed to substitute statutory holiday days as additional time off upon return from leave of absence.

SECTION 6 - The Employer will grant a leave of absence without pay to an employee who has been selected by the Union to work with the Union in some capacity. The Union shall provide the Employer with at least one (1) month's notice of the requirement for such leave of absence. Such leave of absence shall not exceed one (1) year.

SECTION 7 - Employees shall make requests for leave of absence as soon as possible after they become aware of the need for the leave.

SECTION 8 - Although it is always the employee's responsibility to find out if a request for leave has been granted or denied, the Employer will approve or deny, and return, all requests within seven (7) calendar days.

#### ARTICLE 14 FUNERAL LEAVE AND JURY DUTY

SECTION 1 - Regular full-time employees shall be allowed up to three (3) days off with pay at straight time for the purpose of attending the funeral or memorial service and assisting in arrangements thereof in the event of a death in the employee's immediate family, provided that such days fall between the date of death and the day after the funeral. During this time, the employee will be paid at regular rate for the period, provided it is within their regular shift. Immediate family shall be defined as Spouse, Common-law Spouse, Son, Daughter, Grandchildren, Mother, Father, Brother, Sister, Mother-in-law and Father-in-law. One (1) day off with pay shall be granted for death of Son-in-law, Daughter-in-law, Sister-in-law, Brother-in-law, Grandparents and Spouses Grandparents to attend the funeral or memorial service. In the case of Step Parents the Company will review the payment for the leave on a case by case basis. If a death occurs in the immediate family and an employee is called out of the plant, the employee shall be paid for the balance of the shift at the employee's regular hourly work rate, provided that the amount does not exceed thirty-six (36) hours or twelve (12) hours when working 3 day x 12 hour shifts; twenty-four (24) hours or eight (8) hours when working 5 day x 8 hour shifts and thirty (30) hours or ten (10) hours when working 4 day x 10 hour shifts, whichever is appropriate.

If funeral leave time off occurs during a period when the employee has been previously granted approved vacation time off, the employee shall be granted paid time off in the manner described above and be permitted to schedule additional vacation time off equal to the amount of funeral leave time taken.

SECTION 2 - A regular employee who has obtained seniority shall be allowed time off without loss of pay for jury duty or when subpoenaed as a witness in a case in which the employee has no direct interest. The employee shall be paid only the amount of difference between the pay as a juror or witness and the employee's regular rate of pay.

SECTION 3 - The Employer agrees that those employees who are volunteers with their community fire/emergency departments, and Reservists who are required by their Commanding Officer to attend to duties for or related to Remembrance Day observance (not otherwise covered by statutory Reservist Leave), shall not be disciplined for their lost time as a result of their attendance to such emergencies /Reservist duties. Volunteers with their community

fire/emergency will also not be disciplined for any lost time due to attending training sessions that directly relate to their volunteer responsibilities. Any time missed due to either of these reasons will not result in a negative effect on their perfect attendance. Any employee who is to take time off for said training activities or such Reservist duties must notify the Employer in writing at least one week in advance of the date of training or exercise of such Reservist duties. The Employer may request documentation to support any lost time that may occur for such employees. Any time missed for community fire/emergency training or the exercise of such Reservist duties cannot be used to satisfy the regular workweek hour's requirement before overtime is to be paid.

ARTICLE 15  
INSURANCE HEALTH AND WELFARE  
AND PENSION PROGRAMS

SECTION 1 - The Employer agrees to continue to pay on behalf of employees who have completed their probationary period one hundred percent (100%) of the premium cost of its current insurance, health and welfare programs or equivalent with the following exceptions:

- A) EFFECTIVE January 24, 2021  
INCREASE DENTAL O.D.A. to 2020
- B) EFFECTIVE November 1, 2021  
INCREASE DENTAL O.D.A. to 2021
- C) EFFECTIVE November 1, 2022  
INCREASE DENTAL O.D.A. to 2022
- D) To provide for coverage for root canal surgery on the following basis: \$25.00 single;  
\$50.00 family deductible for root canal procedures only; 80/20 co-insurance after  
deductible, for root canal procedures only.
- E) ANNUAL CAP OF \$1700 per covered person for all dental services.
- F) Include Major Restorative (i.e. bridges, crowns and new dentures) services at 50% with  
a \$1,600.00 annual maximum
- G) Orthodontics for children under 20 yrs. of age – 50% life time maximum \$2,000.00
- H) Prescription drug card: 90%/10% Employer/Employee co-insurance: \$9.00 Dispensing  
fee maximum.
- I) LIFE INSURANCE: \$45, 000
- J) Vision Care: Reimbursement of vision care expenses, or laser eye surgery including  
eye examination \$600/PER employee and covered dependent each 24 months starting  
January 24, 2021.
- K) Naturopathic service: maximum of \$500 per year, no drug coverage.

L) Short Term Disability: Maximum weekly benefits \$625.00 effective January 24, 2021

Long Term Disability increased to \$1800.00/monthly effective January 24, 2021 for current and future claims

Long Term Disability increased to \$1900.00/monthly effective November 1, 2022 for current and future claims

M) Chiropractor, Osteopath, Podiatrist or Chiropodist (claims will only be considered after any provincial government medical or health plan maximum is reached) Physiotherapist, Occupational Therapist, Speech Therapist and Massage Therapist – combine maximum benefit \$1,200.00 per employee and combine maximum benefit \$1,200.00 per eligible dependent in a calendar year.

SECTION 2 - The Employer agrees to contribute to the existing pension plan on behalf of seniority employees who have completed one (1) year's continuous service with the Employer.

Employee has the option to increase to 4.5% effective January 24, 2021 and 4.6% effective November 1, 2021 and will be matched by the employer. Minimum contribution is 4.0%

SECTION 3 - Employer or employee payment of the premiums for the insurance, and health and welfare program described in the Article 15, and Employer contributions to the pension plan described in the Article 15, are conditional upon the employee performing work for the Employer during the month in which the premiums or contributions fall due.

1. In the case of an employee who is absent as the result of a layoff, the Employer shall continue to pay insurance, health and welfare premiums, (except Weekly Income, Accident and Sickness insurance and LTD), that fall due for a maximum period of one (1) month beyond the month in which the employee last performed work for the Employer.
2. In the case of an employee who is absent as the result of a compensable injury or illness, (Workers' Compensation), the Employer will maintain coverage's in compliance with the current legislation.
3. In the case of an employee who is absent as the result of accident or illness and is receiving weekly indemnity payments, the Employer will continue to pay life insurance and extended health and welfare premiums for a period of 180 days (six months).
4. In the case of an employee who is absent as the result of an extended illness and has been approved by the carrier for long-term disability payments, the Employer will continue to pay extended health care and life insurance premiums in accordance with the plan document.

SECTION 1 - The Employer shall comply with all applicable Safety and Health laws. Employees shall observe the Employer's safety rules and use all safety devices required by the Employer. The Union recognizes the need for employee commitment to a safe and healthy culture.

SECTION 2 - Employees may obtain safety prescription glasses or replacement lenses, including single lens, bifocal or trifocal, UV TINT TO SAFETY GLASSES at no cost to the employee once per year provided the purchase is made from the Employer-approved optician and that the purchase is of Employer-approved frames and lenses.

SECTION 3 - After completion of the probationary period, the Employer agrees to increase the approved C.S.A. safety shoe allowance to \$700.00 over the life of the agreement for the purchase of C.S.A. approved metatarsal safety boots. Pro rate boot allowance for new hires.

SECTION 4 - If additional protection is required by the Employer it will be supplied at no additional cost to the employee and shall remain the property of the Employer. Where company approved safety devices have been issued and signed for by the employee, it becomes the responsibility of the employee to ensure that device is maintained and available.

#### SECTION 5 - Tool Allowance

- (a) After completion of one year and each year thereafter, all eligible set up employees will receive a \$135.00 tool allowance for the purchase of new tools on March 1 of each year and on a separate cheque:
- (b) After completion of one year and each year thereafter; all eligible maintenance employees will receive a \$225.00 tool allowance for the purchase of new tools on October 1 of each year and on a separate cheque:

SECTION 6 - An employee who has suffered an accident compensable by Workers' Compensation and as a result is unable to work the full scheduled shift on the day the accident occurs shall be paid:

- (a) for the period of time required to obtain treatment on that day if the employee returns to work;
- (b) For the balance of the shift if the employee has been directed by the doctor not to return to work.

#### SECTION 7 -

- (A) The parties agree that the employees have the right to a healthy and safe working environment. The Employer will prevent and/or correct situations which may compromise an employee's health and safety in accordance with its obligations under the O.H.S.A.
- (B) The Employer recognizes the right of the Union to appoint a Workers' Compensation benefit representative. The Workers' Compensation Act hereafter will be referred to as the Workplace Safety and Insurance Act for the purpose of the legislative change effective Jan. 1, 1998. The

Employer shall provide the workers representative with a copy of the Employer's report of injury or disease (form 7) when submitting same to the Workplace Safety and Insurance Board. The employee along with the Employer and Union Workers benefit representative have a duty to cooperate within the legislated requirements under the Workplace Safety and Insurance Act, regarding return to suitable available work, consent to functional abilities evaluation and cooperation with medical treatment plans. If an employee's claim is unduly delayed by the Workplace Safety and Insurance Board, the Employer may provide financial assistance to an employee until the claim is cleared for payment or denied as a work related injury claim. This assistance will be reviewed by the WSIB Representative and Human Resources Manager on a case by case basis and the decision on whether the employee receives assistance will be determined.

- (C) The Health and Safety Committee, having a total membership in compliance with the Act, with committee representatives from the Employer and the Union, represented from each party shall hold meetings at least once per month or more frequently if necessary, to jointly consider monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices. Response to Health and Safety Committee recommendations shall be made within ten (10) working days for a 5 day x 8 hour shift schedule or six (6) working days for a 3 day x 12 hour shift schedule respectively. In cases where there are serious injuries or physical damage the Employer along with the Worker Committee member will be involved to determine the cause and recommended solutions. Minutes shall be taken of all meetings and copies shall be provided to the Employer, Union and posted for all employees to see within two weeks.

The Employer and the Union recognize that each may have up to four (4) (inclusive of the co-chair) but minimum of two (2) representatives (inclusive of the co-chair) at JHSC meetings. A request for the attendance of an additional representative can be made by either the Employer or the Union with one week's written notice of the request to the co-chairs. The Employer recognizes the right of the union to appoint one Health & Safety representative per shift, who shall be (or become) certified within 60 days. The Employer shall arrange for the certification (including no loss of pay to the appointed Health & Safety Representative) as required by OHSA of such appointed representatives to a maximum number of 4 representatives trained per calendar year.

- (D) It is agreed that the Employer will maintain the Health and Safety Standards currently in place throughout the facility. If the employee in estimation feels the equipment to be used is unsafe, the employee should immediately notify the team leader and the safety representative and if still not satisfied, shall follow the work refusal procedure in the Occupational Health and Safety Act. Should the provisions of the Occupational Health and Safety act change with regard to work refusal for unsafe conditions and reprisals, the Employer and the Union will develop a mutually agreed to system for unsafe working conditions and the work refusal process that addresses the same principles that are currently in place.
- (E) The Employer agrees to update training for all joint Health and Safety Committee members at least once a year at no expense to the employee or the Union.

## SEPARABILITY

SECTION 1 - In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

## ARTICLE 18 GENERAL CONDITIONS

SECTION 1 - The parties agree that this Agreement constitutes the entire contract between them governing wages, hours and conditions of employment of the employees in the bargaining unit during the term hereof, and settles all demands and issues on all matters subject to collective bargaining. Accordingly, the Union and Employer expressly waive the rights during the term of this Agreement to demand negotiations upon any subject matter, whether or not such subject matter is specifically contained in this Agreement or whether such subject matter has or has not been raised or discussed by either party during the negotiations leading up to the execution of this Agreement.

SECTION 2 - All matters between the Employer and the Union regarding wages, hours and conditions of employment shall be governed by the provision of this Agreement, except as required by applicable legislation. The parties agree to be bound only by the express written provisions of this Agreement regardless of any previous written or oral understanding and/or precedents that may have existed prior to this Agreement.

The parties agree further that any policies or practices that may occur subsequent to this Agreement covering any and all matters not expressly provided for in this Agreement shall not constitute a past practice and the Employer is free to add to, delete from or amend such policies or practices as necessary in its judgment.

SECTION 3 - The parties also agree that during its term the Agreement may be opened by mutual agreement to discuss relevant issues.

SECTION 4 - Upon request of the Union, the Employer will post official Union notices only on plant bulletin boards. However, the Employer will not post notices it believes would be inflammatory or defamatory.

SECTION 5 - Any use of gender in this Agreement shall be interpreted as referring to either male or female as applicable and shall not be intended to be discriminating on the basis of sex.

SECTION 6 - A Union representative will be permitted to visit the plant to take part in Step 2 grievance meetings provided these activities will be restricted to a location to be provided by the Employer at each plant location that will give him privacy of discussion. Said Union business representative shall give the Employer reasonable advance notice of this visit and shall contact the Employer representative at each location immediately upon entering the facility. Additional visitation privileges may be granted by the Employer upon proper cause shown by the Union business representative on a case by case basis.

SECTION 7 - The Employer and the Union will equally share the costs of printing a reasonable number of copies of this Agreement in a Union shop. The Employer will distribute copies of said Agreement to employees covered by the Agreement.

SECTION 8 - Hendrickson personnel employed outside the bargaining unit shall not perform general production and maintenance work normally done by bargaining unit persons. This shall not apply to training situations, emergency situations, prototypes, new fixtures and when bargaining unit employees are not available.

#### SECTION 9 - Education Improvement

The Employer will continue its past practices of reimbursement of tuition costs up to 100%, providing successful completion with a passing grade. To be eligible for reimbursement, all courses must be approved by the Employer prior to enrollment.

Copies of the Educational Assistance Policy and Educational Reimbursement forms are available through the Human Resources Department.

Where appropriate, the Employer will make a reasonable attempt to make training opportunities available to all employees who require the applicable skills to perform their regular job duties. Due consideration will be given to the employee's seniority and to operational and production requirements. All Company required courses shall be posted and paid for at the employee's applicable rate.

#### SECTION 10 - As regard to any notice provisions of this Agreement:

- (a) Any notification for termination or amendment of the Agreement pursuant to Article 16 shall be sent registered mail
- (b) Any notification to employees under the terms of the Agreement shall be deemed to have been delivered on the second day after the date it was mailed by registered mail.

SECTION 11 - The Union and the Employer agree that the Employer can retain 100% of any rebate (premium reduction) received from the Employment Insurance Commission in consideration for the benefits received.

SECTION 12 – Notification of inventory will be posted by the Employer one (1) month in advance for volunteers. If there are an insufficient number of volunteers with the required skill and ability to perform the work, inventory will be assigned to the most junior employees with the required skill and ability to perform the work. If afternoon or midnight shift employees volunteer they will be paid at the regular rate for their job. Overtime shall be paid only for hours worked in excess of eight (8) hours. If there is a possibility of inventory going over eight (8) hours, employees are to be made aware of this. No shift premium will be paid for any hours worked on inventory except to second and third shift employees who are assigned



SECTION 13 –

Skilled Trades

1. Skilled trades for the purpose of this agreement shall be those trades and classification listed below:
  - Electrician – 300
  - Electrical Point Person - 306
  - Tool & Die – 303
  - Mechanical Point Person - 305
  - Millwright – 302
  - Machinist – 182
  - Tool Room Point Person – 185
  - Industrial Furnace Technician - 308
  
2. The term “JourneyPerson” as used in this agreement shall mean any person:
  - (a) who presently hold a “Journeyperson” classification in a skilled trades occupation as listed in one (1) above, or
  - (b) who has served a bona fide apprenticeship of four (4) years – 8000 hours or (5) years – 9000 hours and holds a certification which substantiates his/her claim of such service and holds a Certification of Qualification in such trade, or
  - (c) Who has eight (8) years of practical experience in the skilled trade or classification in which he/she claims Journeyperson’s designation and can prove same.
  - (d) Any further employment in the Skilled Trades occupations as listed in one above, after signing of this Agreement, shall be limited to journeyperson and apprentices. The Company will present to the Union proof of qualifications before hiring.

ARTICLE 19  
EXPIRATION AND RENEWAL

This Agreement shall be effective from November 1, 2020 to October 31, 2023 and shall continue in effect from year to year thereafter subject to amendment, alteration or termination upon written notice given by either party within ninety (90) days prior to the anniversary date of OCTOBER 31, 2023 or OCTOBER 31<sup>st</sup> of any subsequent year.

In Witness whereof, the parties do hereby set their hand to duplicates on January 19, 2021.

FOR THE UNION

Duane Steinmetz  
Dave Truax  
Wade Blair  
Doug Sammut  
Orelio Ricciuto  
Jamie Baker  
Carolyn Stumpf  
Dave Doyle

FOR THE COMPANY

Aly Sharafeldin  
Dean Zimmerman  
Kyle Bulyaki  
Alison Pickering  
Kevin Machado  
Kevin Kalbfleisch  
Ted Kovacs

#### APPENDIX A

Job No.	JAN. 24 2021	NOV. 01 2021	NOV. 01 2022
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		1st year	2nd year	3rd year
308	INDUSTRIAL FURNACE TECH	\$43.30	\$44.17	\$45.50
307	RELIABILITY TECHNICIAN	\$37.77	\$38.53	\$39.69
306	ELECTRICAL POINT PERSON	\$37.77	\$38.53	\$39.69
300	ELECTRICIAN	\$37.22	\$37.96	\$39.10
305	MECHANICAL POINT PERSON	\$35.54	\$36.25	\$37.34
302	MILLWRIGHT	\$34.98	\$35.68	\$36.75
182	CERTIFIED MACHINIST	\$32.58	\$33.23	\$34.23
185	TOOL ROOM POINT PERSON	\$32.39	\$33.04	\$34.03
147	MAINTENANCE GRADE 1	\$29.86	\$30.46	\$31.37
256	HILLE POINT PERSON	\$29.04	\$29.62	\$30.51
254	HILLE S.U. & OPERATE 5	\$28.52	\$29.09	\$29.96
156	ASSEMBLY POINT PERSON	\$28.52	\$29.09	\$29.96
183	MACHINIST GRADE 1	\$28.41	\$28.98	\$29.85
243	LINE 5 S.U. & OPERATE	\$28.41	\$28.98	\$29.85
232	LINE 3 S.U. & OPERATE	\$28.41	\$28.98	\$29.85
242	LINE 4 S.U. & OPERATE	\$28.15	\$28.71	\$29.57
212	S.U. SPRING/MAKE-UP GRADE 1	\$28.15	\$28.71	\$29.57
253	HILLE S.U. & OPERATE 4	\$27.53	\$28.08	\$28.92
190	INSPECTOR GRADE 1	\$27.23	\$27.77	\$28.60
237	SHEAR S.U. & OPERATE	\$27.23	\$27.77	\$28.60
193	NCR CONVERSION OPERATOR	\$27.23	\$27.77	\$28.60
220	AUTOMATED BIHARDNESS	\$27.08	\$27.62	\$28.45
175	S.U. GRADE 2	\$26.70	\$27.23	\$28.05
204	WRAPPER S.U. & OPERATE	\$26.70	\$27.23	\$28.05
225	STRESS PEEN S.U. & OPERATE	\$26.70	\$27.23	\$28.05
240	WAREHOUSE OP. GRADE 1	\$26.70	\$27.23	\$28.05
103	UTILITY/WATERTREATMENT GRADE 1	\$26.70	\$27.23	\$28.05
141	INSPECTOR GRADE 2	\$26.22	\$26.74	\$27.54
155	SPRING ASSEMBLER	\$26.22	\$26.74	\$27.54
155B	HEAT TREAT & ASSY BACKUP	\$26.22	\$26.74	\$27.54
158B	MAKE-UP BACKUP	\$26.22	\$26.74	\$27.54
202	FORKLIFT OPERATOR	\$26.22	\$26.74	\$27.54
250	HILLE S.U. & OPERATE 1	\$25.78	\$26.30	\$27.09
217	MACHINE OPERATOR	\$25.78	\$26.30	\$27.09
123	WAREHOUSE OP. GRADE 2	\$25.27	\$25.78	\$26.55
101	UTILITY	\$25.27	\$25.78	\$26.55

#### Trainee

- New hires to be classed at Trainee pending posting process identifying the remaining open class.

- New hire has posting rights upon date of hire.
- New hire subject to probation period 520 hours
- During period as Trainee (which is only the period from date of hire to the awarding/assigning of an open classification) the Trainee may be moved between classes as needed.
- 12 months posting restriction applies from awarding/assigning of an open position.
- Pay rate graduating to full rate of class as below;

All New Hires:

- |                     |                                      |
|---------------------|--------------------------------------|
| (A) New Hire        | \$1.50/hr. below Classification Rate |
| (B) After. 3 months | \$1.00/hr. below Classification Rate |
| (C) After. 6 months | \$ .50/hr. below Classification Rate |
| (D) After. 9 months | Paid at Classification Rate          |

SIGNING BONUS less statutory deductions – Jan 24, 2021 - \$1200.00

SIGNING BONUS less statutory deductions – Nov 1, 2021 - \$900.00

VACATION PAY WILL BE CALCULATED ON ALL SIGNING BONUSES.

LETTER OF UNDERSTANDING

BETWEEN

HENDRICKSON CANADA ULC

(Hereinafter referred to as the "Company")

- and -

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,  
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION

(Hereinafter referred to as the "Union")

Re: Automatic Progression of Grade 2

In respect to all Grade 2 jobs, upon ratification, all employees working within job #175, 141, and 123 shall automatically progress to the corresponding Grade 1 level position upon completion of six (6) months of service in such Grade 2 positions, unless the employee has the immediate skill and ability to perform the job considering such factors as OJT, time away from performing the job, and intervening changes to the equipment and procedures while employees have been out of the job.

Any employee bidding into a Grade II position listed above shall fall under this requirement from the date the employee moves into the new position.

DATED AT STRATFORD, ONTARIO THIS 1ST DAY OF NOVEMBER, 2020

FOR THE UNION

Duane Steinmetz  
Dave Truax  
Wade Blair  
Doug Sammut  
Orelia Ricciuto  
Jamie Baker  
Carolyn Stumpf  
Dave Doyle

FOR THE COMPANY

Aly Sharafeldin  
Dean Zimmerman  
Kyle Bulyaki  
Alison Pickering  
Kevin Machado  
Kevin Kalbfleisch  
Ted Kovacs

LETTER OF UNDERSTANDING

BETWEEN

HENDRICKSON CANADA ULC  
(Hereinafter referred to as the "Employer")

- and -

UNITED STEELWORKERS OF AMERICA,  
AFL-CIO, CLC, LOCAL 8773  
(Hereinafter referred to as the "Union")

Re: Sub-Contracted Services

The Employer agrees that it is not its intention to displace employees in the bargaining unit or to replace and/or add employees on a permanent basis to the plant by the use of outside temporary service personnel working within the Stratford plant.

When the need arises for contracting for services to be performed in the plant which are normally performed by bargaining unit employees, consideration will be given to utilizing overtime to complete the required work. Available documentation of the consideration will be supplied to the Union prior to the work being contracted out whenever possible. The Union may request a meeting to consult with the Employer at any time if it feels that consideration should be given to utilizing overtime to complete the work being subcontracted

DATED AT STRATFORD, ONTARIO THIS 1ST DAY OF NOVEMBER, 2020

FOR THE UNION

Duane Steinmetz  
Dave Truax  
Wade Blair  
Doug Sammut  
Orelio Ricciuto  
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LETTER OF UNDERSTANDING

BETWEEN

HENDRICKSON CANADA ULC  
(Hereinafter referred to as the "Employer")

- and -

UNITED STEELWORKERS OF AMERICA,  
AFL-CIO, CLC, LOCAL 8773  
(Hereinafter referred to as the "Union")

The attached pages relating to the Apprenticeship Program represent the complete agreement on apprenticeship between the Employer and the Union.

DATED AT STRATFORD, ONTARIO THIS 1ST DAY OF NOVEMBER, 2020

FOR THE UNION

Duane Steinmetz  
Dave Truax  
Wade Blair  
Doug Sammut  
Orelio Ricciuto  
Jamie Baker  
Carolyn Stumpf  
Dave Doyle

FOR THE COMPANY

Aly Sharafeldin  
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APPRENTICESHIP PROGRAM

The Company will determine if there is a need to have apprentices in training. The Employer will endeavor to have a minimum of one (1) apprentice in place at all times for each skilled trade, where numbers permit. If it is determined that apprentices are needed, interested employees will follow the application procedure as follows:

Applications:

When the need arises for an apprenticeship position a notice will be placed on the employee bulletin board describing the opening and necessary qualifications. All interested employees may apply for the position using the job bid forms provided.

No plant employee will be restricted from bidding to an apprenticeship job posting with the exception of:

An employee who voluntarily removes himself from the plant's apprenticeship program will be frozen from bidding for another plant apprenticeship job opportunity for two (2) years and from bidding for any other plant job opportunity for nine (9) months from the date that he removes himself from the apprenticeship program. However, if an employee is removed from the plant's apprenticeship program, he will not be frozen from bidding on other job opportunities.

An employee who accepts an apprentice position is restricted from bidding on other jobs in the plant until he completes the entire training process; receives certification and has completed two (2) years in the trade as a journeyman. During the 2 years that the employee is restricted as a journeyman, he may only bid onto a preferred shift in his/her classification.

#### Same/Additional Opportunities

If the successful employee applicant on a job posting for an apprenticeship position quits or leaves the apprenticeship program within the first 3 months of being registered in the program, the Employer will go back to the original apprenticeship job posting and award the same apprenticeship job opportunity to the next qualified applicant.

If there is another apprenticeship job posting within 6 months of the previous job posting, all applicants who re-apply from the previous apprenticeship job posting will have the option of retaking the necessary testing and being interviewed again or keep their most recent test and interview scores. New apprenticeship applicants will be required to go through the regular testing and interview process. The Apprenticeship Committee retains the right to re-interview previous apprenticeship job posting applicants.

For apprenticeship job opportunities that exceed 6 months from the previous apprenticeship job posting date, the normal job posting process will apply.

#### Qualifications:

Internal Applicants and New Hires - Ontario Grade 12 Certificate or equivalent educational standard.

#### Testing:

All applicants will receive an aptitude test, mathematics, measurement, blueprint reading, and a trade related basic knowledge test.

#### 4. Selection:

##### Internal Applicants

Selection will be made based on a point system as determined by the Apprenticeship Committee. Points will be awarded based on each candidate's test results, related work experience (defined as an assessment of the employee's work record including education, work experience, attendance record and disciplinary history) and a candidate interview.



An interview will be held with each of the top ten (10) scoring applicants. If there are additional applicants that have a reasonable chance of being selected, additional interviews may be granted on appeal to the Apprenticeship Committee.

Seniority will be a factor in the selection process. For those candidates who score within 10% of the highest candidate percentage score, the most senior candidates shall be selected to enter the apprenticeship program. For example, if the highest percentage score is 95%, those candidates scoring between 85-95% will fall in this group. The total score includes the combination of all points awarded as described above.

5. Term:

This shall be prescribed by the Ministry of Training, Colleges and Universities (MTCU)

Credit for previous training or experience is at the discretion of the Employer and approval of the MTCU.

The final period of the apprenticeship term may be extended at the same rate of pay until the prescribed training is completed in a manner satisfactory to the Employer of MTCU.

Training:

Apprentices will be trained in accordance with the prepared schedules of training in the shop work and related subjects as approved by MTCU.

All apprentices will meet with the Apprenticeship Committee to evaluate their progress on a quarterly basis. A written quarterly assessment will be used to evaluate an apprentice's progress to date.

A journeyman in the same trade as the apprentice must be onsite if an apprentice is working.

Apprentices may be required to attend classes at times outside of normal work schedules in subjects related to the trade in accordance with the schedule, which forms part of the standards. They may also be required to attend training courses, which may subsequently be provided for their study of the trade.

Formal training may take place in one-day sessions or in block releases, which are normally in number of weeks.

The Employer will pay tuition fees and material costs provided the employee successfully completes the course.

The Employer with the assistance of the employee will keep records of time spent in all phases of the apprenticeship program.

Contract:

Every apprentice shall enter into a written agreement with the Employer and MTCU to serve the apprenticeship term.

The contract shall be signed by the Employer and the apprentice and shall be transferable to another Employer by mutual consent of all parties. The contract shall be registered with the MTCU and shall form part of these standards.

6. Seniority:

The Apprentice classifications will have their own job numbers.

Once an employee accepts a position as an apprentice he is restricted from bidding on other jobs in the plant until he completes the entire training process and receives certification. The only exception to this is within the probationary period if the employee removes himself from the job or is removed by the company as outlined below.

In cases of employment reduction, the Employer will follow the same rules as the normal lay-off procedure as stated in this contract, however the apprentices will be laid-off first by plant wide seniority.

When conditions of business do not permit continuity of employment, the Employer may shorten hours or temporarily suspend an apprentice from his training after notice has been given to MTCU. The first one thousand (1,000) hours worked shall be considered as the probationary period. If it is determined by the Employer that an apprentice has not successfully completed the probationary period and it is decided to drop the apprentice from the apprenticeship program, this decision will be made in discussion with the Apprenticeship Committee.

Apprentices who are deemed unsuitable or who wish to be taken off may be removed from the apprenticeship contract and return to their previous job within the first one thousand (1000) hours worked after starting their apprenticeship. An apprentice may be removed from the program for cause such as:

- inability to learn
- unreliability
- unsatisfactory work
- lack of interest in the work or related education
- insubordination
- failure to attend classes or related instruction

Wages:

An employee accepted into the Apprenticeship program will be paid the higher of the Appendix "A" base rate of the job he is transferring from or the appropriate apprentice rate as described in the table below until such time as the training hours, dictate a rate increase. If the successful applicant is a tradesperson in another trade from within the plant the apprenticeship term will begin at 90% of the trade rate in Appendix "A" and receive pay increases as the hours of training dictate in the scale below.

Apprentices who are given credit for previous experience shall be paid, upon signing the apprenticeship agreement, the wage rate for the period to which the credit advances him.

Apprentices in each trade shall be paid a progressively increasing schedule of wages as follows:

1st 1000 hours worked - 65% of the certified Appendix "A" trade job rate

2nd 1000 hours worked - 70% of the certified Appendix "A" trade job rate

3rd 1000 hours worked - 75% of the certified Appendix "A" trade job rate

4th 1000 hours worked - 80% of the certified Appendix "A" trade job rate

5th 1000 hours worked - 85% of the certified Appendix "A" trade job rate

6th 1000 hours worked - 90% of the certified Appendix "A" trade job rate

7th 1000 hours worked - 95% of the certified Appendix "A" trade job rate

8th 1000 hours worked - not less than 95% of the certified Appendix "A" trade job rate

The hours worked thresholds will include class room time.

Apprentices who attend block release courses will be paid their normal hourly rate for the day.

Apprentices who attend day release training courses on their normal work day will be paid their normal hourly rate for the day, however if the training day is on a day that would not normally be worked, the day will not be paid.

Apprentices will be paid the rate of the trade as of the date of certification.

#### 7. Hours of Work:

Apprentices shall be assigned to work with a skilled tradesperson and shall work the same hours and be subject to the same conditions as the skilled trades. Apprentices shall be rotated through the various shift(s) on a quarterly basis unless there are extenuating circumstances that will be discussed with the Apprenticeship Committee.

Only voluntary overtime work opportunities will be available to apprentices when they are on block release. Apprentices will not be assigned overtime while on block release.

#### Committee:

There will be an Apprenticeship committee (consisting of six (6) persons), three (3) being Employer representatives and three (3) being Union representatives (1 Electrician, 1 Millwright, and 1 Tool and Die or Machinist) as appointed by the Union.

The function of this committee shall be to interview, assess and select successful applicants and advise on all phases of the apprenticeship training program including the effects of legislative or other regulatory changes. The Committee shall meet on a quarterly basis or as required.

#### Tools:

Each apprentice shall build up at his own expense, a kit of tools necessary for carrying out his trade. Tools may be purchases at cost through the Company with appropriate approvals. Apprentices will receive the same tool allowances as the skilled tradesperson.

Certificate of Apprenticeship:





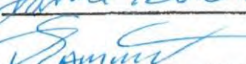
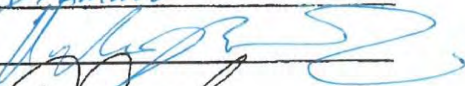
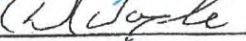
The Ontario Ministry of Colleges and Universities will issue a certificate of Apprenticeship to the apprentice upon satisfactory completion of the training and the job term.

Amendment to Standards:

These standards of apprenticeship may be amended after notice to MTCU, provided that no such change shall alter any existing contract without written consent of the parties to the apprenticeship contract.


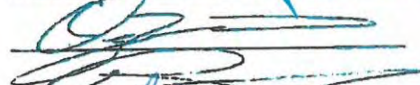

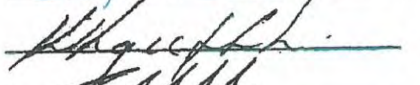
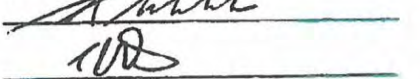
SIGNED THIS 19th DAY OF January, 2021.

FOR THE UNION

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

SIGNED THIS 19th DAY OF January, 2021.

FOR THE EMPLOYER

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

LETTER OF UNDERSTANDING

BETWEEN

HENDRICKSON SPRING  
STRATFORD OPERATIONS  
(Hereinafter referred to as the "Employer")

- and -

UNITED STEELWORKERS  
(Hereinafter referred to as the "Union")

Re: Pension Advisory Committee

The Employer has established a pension advisory committee for the purpose of reviewing information and offering suggestions to the administrator (the Employer) regarding the administration of the plan. The Union may appoint to the committee two (2) members intended to represent employees in the bargaining unit.

In order that the committee accomplishes its purpose, the Employer intends that the committee meet at least three times per calendar year.

DATED AT STRATFORD, ONTARIO THIS 1ST DAY OF NOVEMBER, 2020

FOR THE UNION

Duane Steinmetz  
Dave Truax  
Wade Blair  
Doug Sammut  
Orelia Ricciuto  
Jamie Baker  
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Dave Doyle

FOR THE COMPANY

Aly Sharafeldin  
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Ted Kovacs

LETTER OF UNDERSTANDING

BETWEEN

HENDRICKSON SPRING  
STRATFORD OPERATIONS  
(Hereinafter referred to as the "Employer")

- and -

UNITED STEELWORKERS  
(Hereinafter referred to as the "Union")

Re: Union Office Space

During negotiations, the parties agreed that the Union would be granted space within the facility that will be shared by the Health and Safety Committee and the Union Executive. This space will be used for the storing of Union files and for other legitimate Union business.

The Employer will oversee the use of this space through the establishment of guidelines that communicate the intent of its use. The use of this space will be reviewed as necessary, but no less than once a year, by the Mutual Gains committee to ensure that the guidelines for its use are being followed.

Any abuse of the space provided will result in forfeiture of its use.

DATED AT STRATFORD, ONTARIO THIS 1ST DAY OF NOVEMBER, 2020

FOR THE UNION

Duane Steinmetz  
Dave Truax  
Wade Blair  
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LETTER OF UNDERSTANDING

BETWEEN

HENDRICKSON SPRING  
STRATFORD OPERATIONS  
(Hereinafter referred to as the "Employer")

- and -

UNITED STEELWORKERS  
(Hereinafter referred to as the "Union")

Re: Exception to Overtime Hours Charged

Any employee meeting for which the Company compensates the employee attending on an overtime pay basis will not result in the employee attending being charged for those overtime hours.

DATED AT STRATFORD, ONTARIO THIS 1ST DAY OF NOVEMBER, 2020

FOR THE UNION

Duane Steinmetz  
Dave Truax  
Wade Blair  
Doug Sammut  
Orelia Ricciuto  
Jamie Baker  
Carolyn Stumpf  
Dave Doyle

FOR THE COMPANY

Aly Sharafeldin  
Dean Zimmerman  
Kyle Bulyaki  
Alison Pickering  
Kevin Machado  
Kevin Kalbfleisch  
Ted Kovacs

LETTER OF UNDERSTANDING

BETWEEN

HENDRICKSON CANADA ULC

(Hereinafter referred to as the "Company")

- and -

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,  
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION

(Hereinafter referred to as the "Union")

Re: Mutual Gains Approach

During negotiations, the parties agreed to continue using a mutual gains approach, where appropriate, to resolve issues for the life of the contract. Implementation of this approach will include the following:

A mutual gains committee will be established that will include the Stratford Plant Manager, appropriate management team members, and the Union Committee as so appointed by union.

The Committee will meet a minimum of quarterly or as required to discuss and resolve issues including quality of life, and matters which may become the subject of grievances that may allow for gains by both parties.

A good faith effort will be put forth by both parties in attempting to resolve issues in a timely manner.

Issues that do not lend themselves to this approach, or that cannot be resolved through this approach, may be resolved through the Grievance and Arbitration Procedure found in the Collective Agreement.

DATED AT STRATFORD, ONTARIO THIS 1ST DAY OF NOVEMBER, 2020

FOR THE UNION

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LETTER OF UNDERSTANDING

BETWEEN

HENDRICKSON SPRING  
STRATFORD OPERATIONS  
(Hereinafter referred to as the "Employer")

- and -

UNITED STEELWORKERS  
(Hereinafter referred to as the "Union")

Assignment of Work on a Statutory Holiday

If an employee is assigned to work on any Statutory Holiday, at the time of the assignment the employee has the option to accept or decline. If the employee declines the assignment, Statutory Holiday pay will be paid in accordance with Article 9 Section 2 for meeting the requirement to report to work on the scheduled shift before and the scheduled shift after the holiday .

DATED AT STRATFORD, ONTARIO THIS 1ST DAY OF NOVEMBER, 2020

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LETTER OF UNDERSTANDING

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HENDRICKSON SPRING  
STRATFORD OPERATIONS  
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UNITED STEELWORKERS  
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Re: Vacation deadline to apply

If the employee has applied by the April 15<sup>th</sup> deadline is denied vacation and there is no shutdown, employees will be given one week of vacation between July 1<sup>st</sup> and Sept. 30<sup>th</sup> of that year. The employee must reapply no later than May 25<sup>th</sup> and will receive a response by June 10<sup>th</sup>

DATED AT STRATFORD, ONTARIO THIS 1ST DAY OF NOVEMBER, 2020

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LETTER OF UNDERSTANDING

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HENDRICKSON SPRING  
STRATFORD OPERATIONS  
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UNITED STEELWORKERS  
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Enhance Retiring Benefits

Effective November 1, 2020 AND UP TO AND INCLUDING OCTOBER 31, 2023 - Employees who are the Age 55 with 25 years of service who opt for, and are eligible for, early retirement between November 1, 2020 and October 31, 2023 will be eligible up to age 65 but not later, to receive the existing dental and drug plan subject to all of the same terms and condition as are currently in effect to a combined employee and spouse \$2,500.00 annual cap to the dental plan, and a combined employee and spouse \$5,000.00 annual cap to the drug plan and a combined employee and spouse \$500.00 annual cap to the vision plan

DATED AT STRATFORD, ONTARIO THIS 1ST DAY OF NOVEMBER, 2020

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LETTER OF UNDERSTANDING

BETWEEN

HENDRICKSON SPRING  
STRATFORD OPERATIONS  
(Hereinafter referred to as the "Employer")

- and -

UNITED STEELWORKERS  
(Hereinafter referred to as the "Union")

Re: Notice Given to Union of Plant Closure

In the event that the Company should decide to close the plant the Company will attempt to provide six (6) months of written notice to the Union and its members.

Notwithstanding the above, except in cases of a work stoppage or labour dispute, the Company will give the Union a minimum of two months' notice. The parties will meet to discuss ways of attempting to avert the closure.

This agreement shall at a minimum provide for termination notice or pay in lieu and enhanced severance pay, as currently established under the provision of the Employment Standards Act.

The Company further acknowledges that an Adjustment Committee shall be established, trained and paid for by the Company to assist and counsel employees through the adjustment period and to aid them in their training and search for alternate employment.

DATED AT STRATFORD, ONTARIO THIS 1ST DAY OF NOVEMBER, 2020

FOR THE UNION

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LETTER OF UNDERSTANDING  
BETWEEN  
HENDRICKSON CANADA ULC

(Hereinafter referred to as the "Company")

- and -

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,  
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION

(Hereinafter referred to as the "Union")

RE: HOURS OF WORK: 4 x10 SHIFT SCHEDULES

This will confirm the agreement reached during negotiations between the parties. It is agreed that the following shift schedule may be implemented by the Employer in the following manner, and subject to the following conditions:

#### Schedule

Four (4) shifts - ten (10) hours per shift; Monday (nights commencing on Sunday evening) to Thursday (inclusive); and running for 10 hours:

Shift Times (i) 9:00 p.m. to 7:00 a.m.  
(ii) 7:00 a.m. to 5:00 p.m.

The weekend shall be defined as 6 p.m. Friday to 7 p.m. Sunday.

Mandatory overtime to be scheduled on Friday as an 8.0 (paid lunch)

Warehouse Job No. 123/240 will be on a staggered shift Monday – Thursday with Friday as the overtime shift and Tuesday – Friday with Monday as the overtime shift.

#### Compensation

Ten (10) hours per shift, at straight time hourly rate.

#### Break and Lunch Schedule

- After 2 hours - 10 minute break
- After 4 hours - 20 minute paid lunch
- After 6 hours - 10 minute break
- After 8 hours - 10 minute break

#### Overtime Payment

- (i) 5th shift worked- Time and one-half
- (ii) 6th and 7th shift worked - Double time

Other

- (1) Paid time off for bereavement leave, jury duty, or holidays, etc. for employees working ten (10) hour shifts as set out above will be allocated in a manner consistent with the application of the respective clauses towards employee working “normal” shifts under the “normal work week” as set out in Article 8, Section 1 of the Collective Agreement. For example, for statutory holidays, the employee will receive 10 hours pay if the holidays fall on a regularly scheduled workday or 8 hours pay if the holidays fall on a regularly scheduled day off.
- (2) The normal shift premium for second shift as set out in Article 11 (1) (B) of the Collective Agreement shall be paid to employees working ten (10) hour shifts commencing 7 p.m. to 9 p.m.
- (3) Weekend is defined as from end of last regularly scheduled shift of the week to beginning of first regularly scheduled shift of the week.

DATED AT STRATFORD, ONTARIO THIS 1ST DAY OF NOVEMBER, 2020

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LETTER OF UNDERSTANDING

BETWEEN  
HENDRICKSON CANADA ULC

(Hereinafter referred to as the "Employer")

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,  
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION

(Hereinafter referred to as the "Union")

Re: Progression from 5x8 shift

The parties agree to the implementation of a 5x8/2x12 or a 3x12 or a 3x12/4x12 shift schedule, at the company's discretion, after discussion at mutual gains, to meet Customer demand when volume of springs per month reaches 75,000 to 80,000 UNITS sustained and projected volume. With respect to the implementation of 3x12/4x12 shift schedule, the following progression contained in this letter of understanding needs to be met prior to the 3x12/4x12 shift being implemented.

Using Mutual Gains the Company and Union will meet to discuss the implementation of 3 x 12, and 3 x 12 / 4 x 12 hours shift schedule.

Progression of shifts:

- 1) 5 x 8 with Overtime as per CLA
- 2) Transition to 3x12 shifts
- 3) 3 x 12 with voluntary posted overtime
- 4) 3 x 12 with voluntary and assigned posted overtime  
(20% absenteeism for a one month period before overtime becomes mandatory)
- 5) 3 x 12 with mandatory overtime  
(20% absenteeism for a one month period)
- 6) Transition to 3 x 12 / 4 x 12 shift structure

OVERTIME

TIME AND A HALF WILL BE PAID FOR ALL HOURS WORKED BEYOND 36 WHEN ON 3 X 12 AND 48 WHEN ON 3 X 12 / 4 X 12. EMERGENCY LEAVES WILL NOT BE CONSIDERED AS WORKED DAYS. EXCEPTIONS TO THE THIRTY SIX (36) / FORTY-EIGHT (48) WORK HOUR REQUIREMENTS ABOVE WILL BE MADE ONLY FOR AND UP TO THREE PRE-APPROVED EMERGENCY LEAVE OF ABSENCES AND VACATION, UNION LEAVE, BEREAVEMENT LEAVE, JURY DUTY, A&S, WORKERS COMPENSATION CLAIM OR WHERE THERE WAS A HOLIDAY IN THAT WEEK.

WHEN ON 3 X12/4X12 THE SATURDAY WILL BE A REGULAR SCHEDULED SHIFT.

DOUBLE TIME PAID WHEN ON 3 x 12 or 3 x 12 / 4 x 12 SHIFTS 7 AM SATURDAY – 7 AM SUNDAY

No assignment of overtime on consecutive weekends when on 3 x 12, or 3 x 12 / 4 x 12 schedule.

Overtime to be voluntary on stat. Holiday weekends when on 3 x 12, or 3 x 12 / 4 x 12 shifts.

## SHIFT STRUCTURE

	3 x 12 / 3 x 12	3 x 12 / 4 x 12
A SHIFT	SUN. 7 am – 7 pm MON. 7 am – 7 pm TUES. 7 am – 7 pm	SUN. 7 am – 7 pm MON. 7 am – 7 pm TUES. 7 am – 7 pm SAT. 7 am – 7 pm
B SHIFT	SUN. 7 pm – MON. 7 am MON. 7 pm – TUES 7 am TUES. 7 pm – WED 7 am	SUN. 7 pm – MON. 7 am MON. 7 pm – TUES. 7 am TUES. 7 pm – WED. 7 am SAT. 7 pm – SUN. 7 am
C SHIFT	WED. 7 am – 7 pm THURS. 7 am – 7 pm FRI. 7 am – 7 pm	WED. 7 am – 7 pm THURS. 7 am – 7 pm FRI. 7 am – 7 pm SAT. 7 am – 7 pm
D SHIFT	WED. 7 pm – THURS. 7 am THURS. 7 pm – FRI. 7 am FRI. 7 pm – SAT. 7 am	WED. 7 pm – THURS. 7 am THURS. 7 pm – FRI. 7 am FRI. 7 pm – SAT. 7 am SAT. 7 pm – SUN. 7 am

WEEKEND IS DEFINED AS FROM END OF LAST REGULARLY SCHEDULED SHIFT OF THE WEEK TO BEGINNING OF FIRST REGULARLY SCHEDULED SHIFT OF THE WEEK.

IN TRANSITIONING TO 3 x 12 SHIFT OR 3 x12/ 4 x12 SHIFTS, THE FOLLOWING SHALL APPLY:

- 1) SHIFT TRANSITIONS: ALL EMPLOYEES SHALL INDICATE SHIFT PREFERENCE WITHIN THEIR JOB CLASSIFICATION.
- 2) THE EMPLOYER WILL IDENTIFY OPEN POSITIONS WITHIN THE PLANNED SHIFT STRUCTURE.

The following procedure will be applied;

1. The Employer will determine the number and names of employees and the job numbers and shifts of those employees affected.
2. Open positions will be posted once only prior to the start of the bumping process.



3. During shift transition period all employees are eligible to bid on the open position(s) if they have the demonstrated skill and ability to perform the job. Any current restriction on bidding is waived for this purpose.
4. Subsequent job openings as a result of the job posting procedure will be considered open positions for the purposes of conducting the shift transition.

To conduct the shift transition, the employer shall post a copy of the bump list, a copy of the open positions list, and the seniority list. During the process, the bump list and a copy of the open positions list will be updated daily as necessary. Within 24 hours of the initial attempt to contact the employee by the company, in the presence of the union, the most senior affected employee will have the opportunity to choose one of the options below:

- a) Retain their current job number by changing shifts and displacing the least senior employee on the new shift, or
- b) Displace the least senior employee in another job and will be provided a one week familiarization period.
- c) Fill an opening which is vacant as a result of the posting process described in step 3 and will be provided a training period.

In order to complete the process in a timely manner for the benefit of all, if the affected employee does not choose an option within 24 hours of the initial attempt to contact, then the employee shall be assigned based on skill and ability.

The Company and the Union recognize that there is a need for effective skill and ability on all shifts. For that purpose in the classifications 242, 243, 253, 254, and for a period not exceeding 3 months commencing at the time of actual transfer, the employer will temporarily transfer employees from other shifts as trainers for a maximum of 3 months.

DATED AT STRATFORD, ONTARIO THIS 1ST DAY OF NOVEMBER, 2020

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LETTER OF UNDERSTANDING  
BETWEEN  
HENDRICKSON SPRING  
STRATFORD OPERATIONS  
(Hereinafter referred to as the "Company")

- and -

UNITED STEEL WORKERS OF AMERICA,  
AFL-CIO, CLC, LOCAL 8773  
(Hereinafter referred to as the "Union")

RE: Commitment to Customer

The Management and USW at HSS recognize equally the importance of meeting and or exceeding the expectations of our customers. Further Management and USW at HSS agree to work together to resolve issues as they arise in a timely and efficient manner in such a way as to avoid any impact to our valued customers. Areas of concern include quality, on time delivery, and samples development. This commitment compels significant consideration on behalf of Management and Union to work together to mutually agree to develop counter measures and take action to mitigate and resolve thus demonstrating the intent of this commitment.

DATED AT STRATFORD, ONTARIO THIS 1ST DAY OF NOVEMBER, 2020

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UNITED STEEL WORKERS OF AMERICA,  
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RE: Outsourcing

This will serve to confirm the following item of understanding reached during recent contract negotiations.

The parties agree it is the intention that all work currently being performed by the bargaining unit will continue during the life of the contract. If the Company finds it necessary to outsource work because of demands of customers or economic conditions, the Company will meet with the Union in Mutual Gains as soon as possible to discuss viable alternatives and any possible means of minimizing the impact on employees. Prior to a decision on outsourcing the Company will have exhausted the Collective Agreement provisions.

DATED AT STRATFORD, ONTARIO THIS 1ST DAY OF NOVEMBER, 2020

FOR THE UNION

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LETTER OF UNDERSTANDING  
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- and -

UNITED STEEL WORKERS OF AMERICA,  
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2 x 12 Hour Shifts (Weekend Shift)

Employees working 2 x 12 hour weekend shifts, Saturday and Sunday, will be paid 40 hours pay at their regular base rate.

These 12 hour shifts will normally start at 7 a.m. and 7 p.m. or for the weekend shift 11 a.m. and 11 p.m.

Employees working on 2 x 12 hour shift beginning 11 pm will receive a shift premium of ~~.60~~ .90 cents for each hour.

Paid time off for Bereavement Leave, Jury Duty, Statutory Holidays, etc. will be handled in a manner consistent with an employee's regularly scheduled shift.

When the plant is on a 3 x 12 hour shift schedule the following holidays will be paid at 8 hours

New Year's Day

December 24

Christmas Day

Boxing Day

December 31

Two (2) floating holidays between December 24 and January 1.

For other statutory holidays, the employee will receive 12 hours pay if the holidays fall on a regularly scheduled work day or 8 hours pay if the holidays fall on a regularly scheduled day off.

If the plant is not scheduled on 3 x 12 hour shift schedule all holidays will be paid at 8 hours.

The Employer agrees to consult with the Union at least 2 weeks prior to the implementation of any change to a shift schedule.

Employees on each shift shall be allowed a paid rest break of ten (10) minutes during each half day of four (4) hours or more. Employees on a 12 hour shift schedule shall be allowed paid rest breaks of two (2), ten (10) minutes breaks during each half day of six (6) hours or more.

Employees on a 12 hour shift schedule will be allowed a paid twenty (20) minute lunch break per shift.

Any employee working a statutory holiday will be paid two (2) times their base rate for all hours worked, plus payment for the statutory holiday.

#### Overtime

Employees working 2 x 12 hour weekend shifts, Saturday and Sunday, will only be assigned an additional 8 hour overtime shift during the week.

An employee will be paid time and one half (1½) for all hours worked on the 3rd shift for employees on 2 - 12 hour shifts.

An employee will be paid double time (2 X) for all hours worked on the 4th shift for employees on 2 - 12 hour shifts.

Employees within the job classifications affect by the 2 x 12 hour weekend shifts will select their shift through the Shift Transition process in Article 8 Section 1 of the current CLA.

DATED AT STRATFORD, ONTARIO THIS 1ST DAY OF NOVEMBER, 2020

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# 2021

January						
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# 2022

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April						
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November						
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June						
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December						
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# 2023

January						
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

August						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

March						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

April						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

May						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

June						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	Jan1					



