

COLLECTIVE AGREEMENT

Between

PRECON PRECAST LIMITED

1100 Dundas Street
Woodstock, Ontario

And

UNIFOR

AND ITS LOCAL 636
WOODSTOCK, ONTARIO

September 1, 2020 to August 31, 2023

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COLLECTIVE AGREEMENT

Between

PRECON PRECAST LIMITED, 1100 DUNDAS STREET, WOODSTOCK, ONTARIO

(hereinafter referred to as the "Company")

and

UNIFOR and its LOCAL 636

Woodstock, Ontario – Affiliated with the C.L.C

(hereinafter referred to as the "Union")

WHEREAS:

1. This Agreement is entered into by collective bargaining to prevent strikes and lockouts and to facilitate the peaceful adjustment of grievances and disputes between the Company and its employees, prevent waste, unnecessary and avoidable delays and expense, and for the further purpose of at all times securing for the Company, sufficient skilled workforce, and, insofar possible, provide for Labour's continuous employment, such employment to be in accordance with the conditions and wages hereinafter set forth; also that stable conditions may prevail in the industry, that costs may be as low as possible, consistent with fair wages and conditions, and for the further purpose of establishing the necessary procedure by which those objectives may be accomplished. With the goal of increasing our competitiveness, our employees acknowledge the need to improve our safety, quality, and productivity performance, and to assist in these areas through ideas, suggestions, and commitment. The management will, through its supervisors, listen and respond to all suggestions provided.
2. It is understood that whenever the masculine gender is used in the Agreement it shall also include the feminine gender.

NOW THEREFORE in consideration of the mutual covenants and agreements herein set forth and the mutual benefits likely to be obtained by harmonious relations between the Company and the Union, the parties hereto covenant and agree as follows:

ARTICLE 1 - RECOGNITION – EXCLUSIONS

- 1.01 The Company recognizes the Union as the sole bargaining agency for all employees affected by this agreement for the purpose of collective bargaining in respect of wages, hours and all other working conditions.
- 1.02 The following classifications, whether or not members of the Union, shall not be subject to the provisions of this agreement:

Supervisor and above the rank of supervisor, office employees and sales representative.

1.03 Supervisors will not perform work which is normally performed by those under their supervision, except for the following reasons:

- (a) For instructing employees;
- (b) In case of emergency;
- (c) If engaging in experimental or special layout work;

The Company recognizes that the primary responsibility of the above supervisors is supervision.

1.04 The Company will negotiate at all times necessary in the manner provided herein with the chosen accredited representatives of the Union for the purpose of determining any disputes which may now exist or which may arise as to wages, hours or working conditions.

1.05 The Union agrees that there will be no Union activity during working hours, except that which is necessary in connection with the handling of grievances and the enforcement of this agreement, and that there will be no solicitation of membership or collection of Union dues during working hours.

ARTICLE 2 - RESERVATIONS TO MANAGEMENT

2.01 The Union acknowledges that it is the exclusive function of the Company to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, discharge, suspend, transfer, promote, demote, or otherwise discipline employees for proper cause, provided that a claim of unfair promotion or demotion, or a claim that an employee has been suspended, transferred, discharged, or disciplined without proper cause, may be the subject of a grievance and dealt with as hereinafter provided;
- (c) The Union recognizes other rights and responsibilities belonging solely to the Company, prominent among which, but by no means wholly inclusive, are the rights to decide the number and location of plants, the machine and tool equipment, the products to be manufactured, the methods of manufacture, the schedules of production, the processes of manufacturing or assembling, together with all designing, engineering, and the control of raw materials, semi-manufactured and finished parts which may be incorporated into the products manufactured and generally controlling and directing the business of the Company. The Company agrees that these functions will be exercised in a manner consistent with the general purposes of the agreement;

- (d) The Union further acknowledges that the Company has the right to make and alter, from time to time, rules and regulations to be observed by employees, which rules and regulations shall be consistent with the provisions of this agreement.

ARTICLE 3 – NO DISCRIMINATION

- 3.01 The Company and the Union agree there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of age, race, sex, sexual orientation, religion, colour, faith, creed, national origin, marital status, family status, disability.
- 3.02 The Company and the Union agree that there will be no discrimination, interference, restraint, or coercion exercised by either of them or by any of their respective representatives with respect to any employee because of their membership or non-membership in or connection with or lack of connection with the Union, and that membership in the Union by employees who are eligible to join will not be discouraged by the Company.
- 3.03 No Discrimination / Human Rights / Bullying

The Company and Unifor are committed to providing a positive environment for staff. All individuals have the right to be treated with dignity and respect, consistent with our values. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from discrimination, harassment and bullying.

To this end the Parties shall endeavour to support the Company's Harassment and Violence in the Workplace Policy, a copy of which can be found at the back of this collective agreement. The Policy may be reviewed and updated from time to time to stay current with legislation and the Company will ensure that Unifor gets copies of such updated policies.

Complaint and Investigation Procedure

When a bargaining unit member believes that s/he has been harassed, bullied and/or discriminated against on the basis of a prohibited ground of discrimination or and has filed a complaint with their supervisor and/or their union representative, the Company and Unifor agree that they will jointly conduct an investigation with a view to reach an outcome and resolution within ten (10) working days to ensure compliance and due diligence under the *Human Rights Code*. In the event more time is necessary to complete the investigation, the Parties may agree to an extension. It is understood such agreement shall not be unreasonably withheld.

ARTICLE 4 - REPRESENTATION

- 4.01 The Union may appoint and the Company shall recognize a Union Committee of three (3) employees who must be members of the Union. If the employee count goes below eighty-five (85), the Union Committee will reduce to two (2) employees. Every attempt will be made to have one (1) Committee Member from each department.

Further, in the event the Woodstock facility engages an afternoon shift the Union will have the opportunity to elect an additional Committee Member to represent the shift. In the event this shift is discontinued then the Committee shall be reduced by one.

It is also understood that there would be additional union representation to cover shift rotation at the Woodstock facility.

- 4.02 Each Committee Member shall at the time appointed have at least one (1) year of seniority with the Company.
- 4.03 The Union agrees to notify the Company in writing of the names of the Union Committee as well as the chairperson thereof and the respective effective dates of their appointment.
- 4.04 The Company will provide the Union Chairperson with a lockable filing cabinet for the sole use of Union Business.
- 4.05 The Union Chairperson shall be given time off to be informed about pending changes in the workplace. Further, the Union Chairperson and a Committee Member shall be allowed reasonable time off the job with pay to attend to grievances or complaints. Such time off will be subject to the process as outlined below:

If the Union Chairperson or a Committee Member is required to leave their workstation for the purpose of handling a grievance or complaint, he/she shall first secure permission from their Supervisor. Such permission shall not be unreasonably withheld, and each Committee Member and Management person will in turn act in a professional and responsible manner when dealing with regards to these matters.

ARTICLE 5 - NO STRIKE OR LOCKOUT

- 5.01 The Union agrees that there shall be no strike during the term of this Agreement and the Company agrees that there shall be no lockout during the term of this Agreement.

ARTICLE 6 - UNION SECURITY AND CHECK OFF OF UNION DUES AND INITIATION FEES

- 6.01 It is agreed by the parties that all employees shall sign a Union membership card and shall remain members of the Union as a condition of employment.
- 6.02 It is also agreed by the parties that all present employees of the Company shall pay union dues and initiation fees as a condition of employment. All new employees hired shall also, as a condition of employment, have deducted from their pay the weekly union dues, or an equivalent sum, and shall, at the completion of the probationary period, have deducted from their pay the union initiation fee, which will be checked off by the Company.
- 6.03 The Company further agrees in this connection to supply all new employees with a copy of the Collective Agreement.
- 6.04 The Union and the employees agree that, in turn for such Union security, they must accept the liability for any violation of the no-strike provision of this agreement. Accordingly, it is agreed that in the event of any violation of the no-strike clause of this agreement by the Union and/or employees, or a group of employees, the Company may, at its discretion file with the Union a statement as to the appropriate penalty in the form of a cancellation of dues deduction and/or in the form of loss of seniority or a fine upon the employees. In the event that the parties are unable to agree upon the disposition of the matter, then either party may submit the dispute to a single umpire and the parties shall be bound by their decision.
- 6.05 The Company agrees to forward to the Financial Secretary of Unifor Local 636 by cheque each month, not later than five (5) working days following completion of the first full week of the month from which deductions were made, the total amount deducted and also a list of the employees from whom the deductions were made and who were not checked off and the reason.
- 6.06 The Financial Secretary of Local 636 will notify the Company of any change in the amount of Union dues and/or initiation fees that may from time to time take place in line with constitutional requirements.
- 6.07 The Company is to forward to the Union the names and addresses including postal codes of all employees covered by the Collective Agreement and will forward any change from the employees.

ARTICLE 7 - GRIEVANCES

- 7.01 Union Committee Members and other employees have regular duties to perform. Grievances may be presented or adjusted during working hours, provided that Union Committee Members shall not leave their job to handle a grievance until they have obtained permission from the supervisor and someone has been assigned to relieve him/her when necessary.
- 7.02 Such permission and relief shall be provided by the supervisor as soon as possible, but in no event later than one hour before the end of the shift. No Union Committee Member may leave their job on the handling of a grievance for more than a reasonable length of time. Whenever more than a reasonable length of time shall have been taken by a Union Committee Member to accomplish such presentation or adjustment, the supervisor of the department to which the Union Committee Member is attached may decline to approve payment to such Committee Member for such unreasonable time.
- 7.03 The Union Chairperson of the Committee shall have access to any part of the plant where members of the bargaining unit are working.
- 7.04 **Step 1** – It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is generally understood that an employee has no grievance until they have first given the immediate supervisor an opportunity to adjust the matter. Such discussion shall be held within two (2) working days of the alleged occurrence said to have caused the complaint, or when the Employee became aware of the occurrence said to have caused the complaint. Should the employee wish, they may be accompanied with their Union Chairperson or a Committee Member for such discussion.
- The Employee's supervisor will give a decision within three (3) working days of the discussion. If such complaint or question is not settled to the satisfaction of the employee concerned, the complaint may be written in the form of a grievance and will be forwarded to Step 2 of the grievance procedure.
- 7.05 **Step 2** - If the decision of the supervisor is not satisfactory to the employee, then the employee together with the Union Chairperson or a Committee Member shall appeal the Supervisor's decision to the Plant Manager of the Company within two (2) regular working days. The Plant Manager shall deal with the appeal and render a decision not later than three (3) working days after receiving the appeal.
- 7.06 **Step 3** - If the decision of the Plant Manager is not satisfactory to the employee, the aggrieved employee and the Union Committee may, within two (2) working days of the decision in Paragraph 7.05, but not thereafter, notify a Management Representative of desire to meet to discuss the grievance. Such meeting shall be held

within one (1) week of notification to meet and a Management Representative shall render its decision within two (2) working days of the meeting.

- 7.07 The Union Chairperson shall be present at suspensions and/or terminations with the understanding that all disciplines will have representation but could be with a Committee Member, however for serious disciplines with suspensions and termination the Union Chairperson or a Committee Member will be present, unless on vacation or not available.

For all other discipline, the Union Chairperson or a Committee Member will be given a copy of the discipline meted out. If because of the nature of the offence it is necessary to require the immediate expulsion of the employee from the premises then the Union Chairperson or a Committee Member will be notified immediately. Should the employee protest the discharge as a grievance, it shall be filed at Step 2 of the Grievance Procedure.

In the event the Company is going to issue discipline to an employee for any reason, the discipline will be issued within five (5) working days from management's awareness of the incident giving rise to the discipline. Should this five (5) working day time frame not be met, the Union through the Union Chairperson or a Committee Member will be informed with reasons for the delay. Should this five (5) working day time frame not be met, the Company may request an extension of the time limits and will inform the Union Chairperson or Committee Member of the reasons for the request. Such request will not be unreasonably denied. If the time limits under the grievance and arbitration procedure are not met, the grievance will be deemed abandoned. Time limits may be extended by mutual agreement in writing.

- 7.08 Grievances resulting in payments to employees to be paid on first pay after decision has been made.
- 7.09 **Policy Grievance** - The Company or Union Chairperson or a Committee Member may file a policy grievance. A policy grievance is defined and limited to one which alleges misinterpretation of the provisions of this agreement. Before a policy grievance is filed discussions will occur between the Union Chairperson or a Committee Member and the Plant Manager, after three working days if the issue is not resolved, a policy grievance will be initiated at step three of the grievance procedure provided in Article 7.06.
- 7.10 **Group Grievance** - If two or more employees simultaneously have the same alleged grievance under the same circumstances, it will be presented as one group grievance with the name(s) of each grievor shown thereon. The group grievance will be initiated at step two of the grievance procedure provided in Article 7.05.

ARTICLE 8 - ARBITRATION

- 8.01 If the decision of the Management Representative is not satisfactory to the employee the aggrieved employee through the Union Committee may within three (3) working days of receipt of the decision, refer the grievance to a single umpire to be selected by the parties to this agreement in accordance with the terms hereof.
- 8.02 Where a difference arises between the parties relating to the interpretation, application or administration of this agreement, including any question as to whether or not a matter is arbitrable, or where an allegation is made that this agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this agreement, notify the other party in writing of its desire to submit the difference or allegation to a single umpire. If the parties fail to agree upon an umpire within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The umpire shall hear and determine the difference or allegation and shall issue a decision, and the decision shall be final and binding upon the parties and upon any employee affected by it.
- 8.03 The filing of a grievance or complaint in the case of back wages, error or other compensation, the outstanding amounts shall be restricted to not more than thirty (30) calendar days prior to the filing of said grievance or complaint.
- 8.04 The expenses of the umpire, if any, shall be borne in equal share by the Company and the Union.
- 8.05 If the employee's complaint is found to be justified they shall be reinstated to their former job without loss of seniority and shall be reimbursed for all time lost, or any suitable arrangement which is deemed to be just and equitable under the circumstances and which shall not be inconsistent with the provisions of this agreement. Arbitration shall be applied to all grievances taken up through the grievance procedure as provided for in Article 8.02 hereof. In the case of arbitration, the umpire may direct any suitable arrangement deemed to be just and equitable under the circumstances, providing that the umpire shall not have the power to alter, amend or modify this agreement in any way whatsoever.
- 8.06 An allegation by the Union that the Company has violated or misinterpreted this agreement may be lodged in writing by the Union Chairperson with a Management Representative within five (5) working days of the act causing the grievance, but not thereafter. The Management Representative shall meet with the Union Committee within five (5) working days of the receipt of such written grievance. If no satisfactory settlement is reached, the Union may, within fifteen (15) working days, but not thereafter, file a request for arbitration as provided for in Article 8.02 of this agreement.

- 8.07 The procedure in Articles 7.05 and 8.05 inclusive shall apply equally to a grievance lodged by a group of employees.
- 8.08 A grievance having been presented to the Company in writing, there shall be no interrogation of any employee or group of employees concerned in the grievance by any representative of the Company without the presence of the Committee Member of the department concerned.
- 8.09 Grievance Commissioner

It is understood that there may be situations where Mediation Services may be a viable alternative to the Arbitration procedure. With the written agreement between the Parties, if Mediation is chosen Articles 8.04 and 8.05 shall apply to the Mediator with the understanding that the Mediator's decision shall be final and binding upon the Parties and upon the employee(s) affected by the decision.

ARTICLE 9 - SENIORITY

- 9.01 Upon the completion of seventy-five (75) working days of employment or 600 hours of work within any period of twelve (12) consecutive months, an employee shall be entitled to have their name placed on the seniority list. The Company will notify the Union and the Employee in writing when the probationary period is completed.
- 9.02 Employees shall be considered probationary employees until they become eligible for the seniority list as above provided. Probationary employees shall not have any seniority rights. Students shall be deemed to be temporary employees and will not accumulate any seniority rights under this agreement. However, it is understood that students, on completion of the seventy-five (75) working days of employment or 600 hours of work probationary period, shall be required to pay union dues and shall receive any increase due them under Appendix "A", but no other provisions of this agreement shall apply.
- 9.03 Employees' names shall appear on the seniority lists in the order of their respective dates of hiring. The dates of hiring of any employee placed on the seniority list after seventy-five (75) working days or 600 hours of work intermittent employment within any period of twelve (12) consecutive months shall be considered to be the date 75 working days or 600 hours of work prior to the date upon which they attain seniority.
- 9.04 Employees hired on the same date will have their seniority determined by the last four digits of their social insurance number. The lowest number will get the highest seniority.

9.05 An employee shall lose seniority rights and employment with the Company for the following:

- (a) voluntarily quits the employ of the Company;
- (b) is discharged and such discharge is not reversed through the grievance procedure;
- (c) is absent for three (3) consecutive working days, without a satisfactory reason for not notifying the Company.
- (d) fails to return to work within seven (7) days after notification to their address on record with the Company.
Employees must notify the Company within two (2) working days of their intention to return to work, unless a justifiable reason for not giving such notice is provided.
- (e) fails, unless they have a justifiable reason, to report to the foreperson or to some other senior management personnel on the first day following the expiration of a leave of absence;
- (f) is laid off for a continuous period of more than eighteen (18) consecutive months or the length of seniority, whichever is less. Those employees with ten (10) or more years' seniority will have recall rights of twenty-four (24) months.

9.06 A seniority list, the accuracy of which has been agreed to on behalf of the Union in writing, shall be maintained at all times by the Company and shall be available to the committee member for inspection to the extent reasonably necessary for any committee member to ascertain the seniority status of an employee within their jurisdiction.

9.07 The Company shall post a revised seniority list showing classifications as well, by January 31 and June 30 of each year if changes occur to the list.

9.08 Notwithstanding their seniority status, members of the Union Committee shall be continued at work in the plant with top seniority as long as work is available which they are able and willing to do.

9.09 New Employee Orientation

When groups of 3 three or more employees start on the same day, the Union Chairperson will be afforded an opportunity to meet with the new hires at a time so determined by the Company. When less than three (3) employees are hired, they shall be introduced to the Union Chairperson or a Committee Member.

ARTICLE 10 - LAYOFFS

10.01 Layoffs

The Company shall give three (3) working days' notice prior to lay-off becoming effective except in temporary lay-offs and shall post the list on the day shift.

The continuous length of service of an employee in the bargaining unit shall be the determining factor in layoffs which result in the reduction of the work force and recalls from layoff, subject to the provisions of Article 10 hereinafter provided.

In the event of lay-off an employee may displace a junior employee and will be given one working day to demonstrate their ability to perform the work satisfactorily.

When it is necessary to reduce the working force, probationary employees shall be laid off first. If further reductions are necessary, seniority shall be applied, provided that the employee can satisfactorily perform the work to be done.

10.02 Employees shall be returned to work after a lay-off according to their seniority, provided again that the employee can satisfactorily perform the work to be done.

10.03 Shortage of Work

In the event there is a shortage of work in a particular "Area" or in the workplace, the following process shall be followed when employees are to be sent home:

- i) The Company shall determine the number of employees required to go
- ii) Employees will be canvassed to seek volunteers who may wish to go home
- iii) In the event there are not enough volunteers, employees will be sent home by reverse order of seniority.
- iv) ***Temporary Lay-Offs***

The Company shall give three (3) working days' notice prior to lay-off becoming effective except in temporary lay-offs of one day or less (made without respect to seniority), due to equipment failure or shortage of material causing stopping of production or weather. In this case, one-half hours' notice prior to the start of the shift will be adequate. Such layoff shall not be applied to any one employee more than once in any pay period. However when laid off due to weather such lay-off shall not be applied to any one employee for more than one eight (8) hour period or twice for four (4) hours in any pay period.

10.04 Employees on layoff who are contacted for return to work may refuse such recall if the following criteria have been met:

- 1) the work will be for less than 45 days' work and

- 2) the employee is working elsewhere on a full time basis and
- 3) there is a junior employee on layoff who has the skill and ability to perform the work required by the recall.

If the employee refuses the recall he will be placed at the bottom of recall list for a period of 45 days. The employee will not be recalled until the employer has exhausted the recall list or 45 calendar days have passed – whichever comes first. After the 45 calendar days the employee will be placed back on the recall list in order of seniority. Once back on the recall list an employee can exercise their seniority and return to work if work is available that is being performed by a lower seniority employee and the senior employee has the skill and ability to perform that work.

It is expressly understood that no provision exists which would allow an employee who elected to refuse a recall to return to work prior to the end of the 45 day period. An employee wishing to return to work after the 45 day period must provide a minimum of 2 weeks' notice of their intent to return, received by the Human Resources department prior to the scheduled date.

- 10.05 For those employees who might be laid-off prior to the Christmas holidays, any employee with more than one year of seniority who works any time in the period from December 11 to December 23, will be paid for the day before Christmas Day, Christmas Day and Boxing Day.
- 10.06 In the event of a plant closure, the Company and the Union will meet to bargain a closure agreement.

ARTICLE 11 - TRANSFERS OR PROMOTIONS

- 11.01 Whenever vacancies occur within a bid position, notices of such vacancies shall be posted in the plant on bulletin boards for a period of five (5) days. Applications for such vacancies are to be made within five (5) days and shall be considered on the basis of efficiency, knowledge and ability, and within their seniority status as defined in Article 9 of this agreement.
- 11.02 The name(s) of the Employee(s) selected to fill the vacancies referred to in Article 11.01 shall be posted within three (3) days of the posting being removed from the Bulletin Boards as per Article 11.01. The Company will give the Union Chairperson or a Committee Member a copy of the completed posting on the day it is posted. The successful applicant will be placed in the job within ten (10) days, except for situations outside of the control of the Company (i.e., lack of material or job posting cancellation). If the placement takes longer than ten (10) days to complete, the Company will advise the Union Chairperson or a Committee Member of the anticipated time delay.

The Company reserves the final decision whether to fill or not fill a position that was previously posted.

In the event the position is required to be filled within (6) months of being cancelled, an employee who had been awarded the position before it was cancelled would be canvassed first to see if they were still interested in filling the position, if not then the position would be reposted as per the Collective Bargaining Agreement.

- 11.03 (a) Employees will be allowed to bid only once per year on jobs falling in their own or lower classification, the exception being an employee who, for proven health reasons, may be permitted to bid a second vacancy. The Company shall have the right to fill such vacancies in the meantime, pending the final decision regarding the replacement.
- (b) The Company encourages employees to move up within the Classifications and improving their respective job skills, therefore employees who bid for higher job classifications and are the successful applicant(s) can bid for another position no more than two times in a calendar year.
- 11.04 Employees transferred from one department to another, shall incur no loss of seniority.
- 11.05 Employees promoted outside the bargaining unit, if transferred back, will be credited with seniority acquired up to the date of transfer from the unit to a maximum of six (6) months. Such seniority shall not be exercised until a period of six (6) months has elapsed from the date of the transfer back to the unit. Employees returning to the bargaining unit after the six (6) month period will be hired as new employees.
- 11.06 Present employees of the Company shall be considered first in transfer to preferential positions within the bargaining unit. In filling vacancies on jobs that come within the provisions of the agreement, full consideration will be given to present employees before hiring new employees.
- 11.07 Transfer through lack of work will be made as far as possible to related jobs of equal or higher value, and employees transferred are to receive the job rate for the job to which they are transferred when they qualify.
- 11.08 Temporary Vacancy

The Company may assign employees to fill temporary vacancies. A temporary vacancy may last up to forty (40) working days. This period may be extended by mutual agreement between the Company and the Union. During the temporary assignment, the employee will be paid their existing rate of pay or the job rate of the temporary vacancy, whichever is higher. At the conclusion of the forty (40) working days, the

temporary vacancy will be posted. If and when the original occupant of that position returns to work, they will return to their position and the temporary occupant will be returned to their original position, as well as all others affected. If the original occupant does not return to work, then the temporary vacancy will be deemed a permanent vacancy and the successful applicant of the posting will receive permanent status in that position.

- 11.09 If any employee is promoted or transferred and does not do the required work satisfactorily and maintain the standard rate of production and quality on the job within fifteen (15) days, of such period as may be extended by mutual agreement, they will be returned to their former job if it is operating.
- 11.10 The Company will post a notice to notify the work force of any lead hand vacancy. Appointment of lead hands will be at the Company's discretion.
- 11.11 Employees, who are temporarily given a Lead Hand assignment, will return to their substantive position and to the wage rate held immediately before being assigned Lead Hand duties.
- 11.12 Unless a Lead Hand is absent and being replaced by another employee, other Lead Hand assignments, based on the needs of the business, shall not be considered vacancies temporary or otherwise, and will not be subject to the information posting outlined in clause 11.10 until after 40 working days. This does not affect current Lead Hands. The Union will also be notified.
- 11.13 (a) A senior employee will be permitted to bump into a job performed by a more junior employee who is a lead hand, provided he/she has the necessary qualifications and ability to perform the work.
- (b) The bumping senior employee referred to in (a) will not be a lead hand unless so appointed temporarily by the Company and, unless so appointed, will not be paid the lead hand premium. If a lead hand is bumped, he/she will lose his lead hand rate unless so re-appointed.

11.14 New Job Classifications/ Job Descriptions

During the term of this agreement, if the Company creates a new Job Classification, the Company will inform the Union. The Company and Union will negotiate the rate for the new classification.

The Company agrees to review Job Descriptions with the Union Committee.

ARTICLE 12 - HOURS OF WORK AND WAGES

12.01 The regular work week for full-time employees shall normally consist of forty (40) hours consisting of five (5) days of eight (8) hours or four (4) days of ten (10) hours, from Sunday (Night shift start-up) to Friday. The regular day shift for all employees shall be considered as any shift starting between the hours of 6:00 a.m. and 8:30 a.m. plant wide. Employees will be given four (4) hours' notice of a shift change. All other shifts will be considered off-shift. Further, nothing herein shall be construed as a guarantee of daily or weekly hours to be worked or paid, unless specifically provided for.

It is understood that the Company retains the right to establish various shift configurations not specifically provided for herein, provided that such shifts are in accordance with applicable legislation. It is understood that the implementation of such shifts shall not occur without prior discussion with the Union.

Effective September 1, 2016, the off-shift premium will increase to one dollar (\$1.00) per hour.

12.02 A lunch break shall be taken by each Employee at approximately the half-way point in their shift.

12.03 Employees will be paid on Thursday of every week via direct deposit to a financial institution of their choice. Each Employee will complete a form (devised for this purpose) to provide the information and authorization required. Employees who change financial institutions must notify the company in writing in advance of such a change. Employees will receive a statement of earnings and deductions on the regular payday established Thursdays.

12.03 The Company agrees to maintain and pay the schedule of wages as outlined in Appendix "A" of this agreement as long as the agreement is in effect.

ARTICLE 13 - PAID HOLIDAYS

13.01 Employees shall, subject to the conditions set forth herein, be paid full shift hours at their regular hourly rate for the following holidays, providing they work the last full scheduled day before the holiday and the first full scheduled day following the holiday unless it is for a justifiable reason as per the *Employment Standards Act*:

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

*Each year, and subject to the dictates of the business, when Canada Day falls on a Tuesday or Thursday, with written agreement between the Company and the Union, the holiday may be moved to the Monday or Friday provided there is no additional costs to the Company. Arrangements for this change of the holiday will be done in writing at least thirty (30) days in advance of the holiday.

13.02 Personal floating holidays will be granted subject to the requirements of the operation. The Company will make every effort to accommodate an Employee's request. Employees will submit in writing a request to take personal floaters five (5) working days in advance of taking the personal floater. The Company will provide employees with a copy of the request form. Personal floaters requested up to thirty-one (31) days prior to a paid holiday will be granted on the basis of seniority and subject to the requirements of the operation. The Company will respond, in writing, within two (2) working days of an Employee's request for a floating holiday.

Other Floating Holidays requested within thirty (30) days of the requested time off will be granted in the order received. Should two or more Employees make a request on the same day, the request will be granted based on seniority, subject to business dictates. The Company will respond within two (2) working days of an Employee's request for a Floating Holiday.

During each contract year, employees will be granted personal floating holidays as follows:

- (a) Eligible employees will be granted three (3) personal floating holidays and taken at a time mutually agreeable to the Company and the employee.
- (b) New employees, after completion of the probationary period, will be eligible for one floating holiday for every three months of work to a maximum of three (3) personal floating holidays.

- (c) Employees who have achieved ten years seniority with the Company will be granted one (1) additional personal floating holiday. This personal floating holiday can only be taken on approval of management but in any event must be taken by December 31 of the contract year.
- 13.03 The holiday pay provided for in Article 13.01 above shall be payable only in respect of any employee who has been placed on the seniority list.
- 13.04 If any employee is required to work on one of the above-mentioned holidays, they shall be paid at the rate of time and one-half their regular hourly rate for the first eight (8) hours and double their regular hourly rate thereafter, in addition to the holiday pay.
- 13.05 Any employee who is absent with the permission of the Company on either or both of the qualifying days as in 13.01 above shall receive pay as aforesaid for such holiday.
- 13.06 If any of the above-mentioned statutory holidays falls on a Saturday or Sunday the holiday will be observed on the first working day following the holiday, with the exception of the day prior to Christmas.
- 13.07 Should any of the above holidays fall during the vacation period of any employee they shall be paid for such holiday at the regular hourly rate in addition to their vacation pay or they may take an additional day off with pay in lieu of the holiday by prior arrangement with their immediate supervisor.

ARTICLE 14 - COST OF LIVING ALLOWANCE

- 14.01 A cost of living allowance (C.O.L.A.) will, if applicable, be paid to each employee. The allowance will be based on the consumer price index (all items), 2002 = 100, published by Statistics Canada, hereinafter referred to as the "C.P.I."
- 14.02 The C.P.I. published for August, 2008, will be compared with the C.P.I. for November, 2008. The allowance shall be one cent (1¢) per hour worked for each full zero point zero seven three two (.0732) increase in the C.P.I. between August and November. Any allowance generated will be paid retroactively to December 1, 2008.
- 14.03 Similar quarterly comparisons will be made on the C.P.I.'s published for the following months applying the aforementioned formula:

November 2008	CPI compared to	February 2009 CPI
February 2009	CPI compared to	May 2009 CPI
May 2009	CPI compared to	August 2009 CPI

August 2009	CPI compared to	November 2009 CPI
November 2009	CPI compared to	February 2010 CPI
February 2010	CPI compared to	May 2010 CPI
May 2010	CPI compared to	August 2010 CPI
August 2010	CPI compared to	November 2010 CPI
November 2010	CPI compared to	February 2011 CPI
February 2011	CPI compared to	May 2011 CPI
May 2011	CPI compared to	August 2011 CPI

- 14.04 Any allowance generated will be paid retroactively to the first Friday of the month following the latest comparison period.
- 14.05 If there is a decrease in the C.P.I. on the basis of the quarterly comparisons, the allowance will be adjusted downward using the aforementioned formula. The regular hourly rate will not be affected by any decrease in the allowance.
- 14.06 The amount of cost of living allowance in effect at any time shall not form part of any employee's regular hourly rate but will remain as a separate amount. After a quarterly comparison is made, the amount of cost of living allowance generated will be added to the amount of cost of living allowance already generated in the previous quarters in the agreement. In order to avoid accumulating the effect of the quarterly rounding-off to each full zero point seven three two (.0732), the total amount of C.O.L.A. generated in the agreement will be verified by comparing the rise in the C.P.I. from the base date (August 2008 C.P.I. = 115.6) to the C.P.I. issued at the end of the latest quarter and applying the aforementioned 0.35 formula.
- 14.07 C.O.L.A. payments will be generated only after a rise of 15% (to 132.9) in the C.P.I.
- 14.08 No adjustment, retroactive or otherwise, shall be made due to any revision which may later be made in any consumer price index published by Statistics Canada. The continuance of the cost of living allowance shall depend on the availability of the C.P.I. calculated on its present basis and in its present form.

ARTICLE 15 - OVERTIME AND EXTRA TIME

Notwithstanding that overtime is voluntary, in the event a cast has been started in a department on a shift, and a particular classification(s) is required to complete the work it would be expected that the employees in the required classification(s) who normally do the work would co-operate and finish the work even if this extends into overtime. The Parties understand that there may be mitigating circumstances that may prevent an employee from completing the work, in such circumstances the employee needs to notify his supervisor by the midpoint of their respective shift that they will not be available for overtime on a particular day.

- 15.01 All work performed over eight (8) hours in any regular work day will be paid for at the rate of time and one-half.
- 15.02 All work performed on Saturdays will be paid for at the rate of time and one-half for the first eight (8) hours and double time thereafter.
- 15.03 With the exception of the Sunday start-up shift, all work performed on Sundays will be paid for at the rate of double time.
- 15.04 The Company will determine the need for overtime work and the number of employees required to perform the work. Working of overtime will be on a voluntary basis. However, if there are insufficient volunteers, the Company reserves the right to schedule overtime in inverse order of seniority taking into account the skills required for the work in question.

Scheduling of overtime will be limited to two (2) hours per day, eight (8) hours in a week. Employees so scheduled will be notified no later than two and a half (2¹/₂) hours before the end of the shift.

The Company will make available to Employees a Daily Overtime List and each Employee will indicate that they would be willing to work overtime when they clock in for their respective daily shift. It is understood that if an employee has signed the list and they are asked to work overtime they will be scheduled and thereby required to work the overtime.

- 15.05 Overtime in the Steel, Carpenter, Maintenance, Stockroom, Batch Plant, Finishing (after stripping) and Travel Lift Departments will be administered as stated herein:
- (a) Overtime required as an extension of the regular workday will be offered:
- First to the employee(s) who has been performing the work during that day.
 - Second to the employee(s) within the classification (Job Bid) in order of seniority.
 - Third to the employee(s) with the skill and ability required to perform the work in order of seniority.
- (b) Overtime scheduled on weekends and/or holidays will be offered:
- First to the employee(s) within the classification (Job Bid) in order of seniority.
 - Second to the employee(s) with the skill and ability required to perform the work in order of seniority.

15.06 Overtime in Stripping, Setup and Casting will be administered as stated herein. For the purpose of this article "Beds" will be considered separate departments.

(a) Overtime required as an extension of the regular work day will be offered:

- First to employee(s) that has been performing the work on a particular bed.
- Second to the Daily Overtime List to those employees with the skill and ability required to perform the work in order of plant seniority
- Third to the employee(s) with the skill and ability required to perform the work in order of plant seniority.

(b) Overtime scheduled on weekends and/or holidays will be offered:

- First to the employee(s) that has been performing the work on a particular bed.
- Second to the employee(s) within the classification required
- Third to the employee(s) with the skill and ability required to perform the work in order of plant seniority.

15.07 If an employee is required to move to another classification for the day and there is overtime in the employee's posted classification but none in the assigned classification, the employee shall be eligible for overtime in his posted classification. If however, there is overtime in both classifications the employee shall work the overtime in the assigned classification.

15.08 Overtime Call-in Procedure for Re-Tarping

As agreed to in negotiations the following procedure will be adhered to when calling employees in for any re-tarping that is required. A voluntary emergency call-in list will be posted. It is understood that those employees on the list must be able to reach the plant in no more than 30 minutes.

1. Calling is to be done on the basis of seniority.
2. Employees not wishing to be called will have their names deleted from the list.
3. Those employees requesting to be placed back on the list shall notify the Company seven (7) calendar days prior to being called for overtime.
4. The list will be posted and updated regularly.
5. Copies of the list (updates included) will be given to the Union Chairperson or a Committee Member and the person responsible for calling such overtime.

ARTICLE 16 - CALL-IN/REPORTING PAY

- 16.01 An employee reporting for work on instruction of the Company but for whom no work at their regular job is available will be offered at least half shift employment in other work at their regular hourly rate or, at the Company's option, will be paid half shift time at the regular hourly rate. The provisions of this article shall also apply to Saturday and Sunday. Employees will forfeit the benefits of this clause if they cannot be reached at the telephone number listed with the Company. This will not apply when the Company informs an employee not to report for work one hour or more before the start of shift.
- 16.02 The provisions of the above paragraph shall not apply when such lack of work is due to a power failure, equipment breakdown, fire, labour dispute, or when the employee has been absent from work and has failed to advise the Company of their intention to return prior to the termination of their normal work shift of the day prior to their intended return. In such cases, the employee may be sent home and paid only for the actual time worked.
- 16.03 Call Back Pay - Employees called back to do work after completing their full regular shift hours shall be paid at the appropriate overtime rate. However, they shall receive a minimum guarantee of four (4) hours at their regular rate.

ARTICLE 17 - VACATIONS WITH PAY

As per the ESA of Ontario all employees will take a minimum of two (2) weeks' vacation per calendar year.

- 17.01 Employees who have one (1) year, but less than five (5) years' service with the Company, on the employee's anniversary date of last hire, shall be granted two (2) weeks' vacation with pay equal to four (4%) percent of their annual gross earnings.
Vacation pay to be paid weekly
- 17.02 Employees who have five (5) years but less than eleven (11) years' service with the Company, on the employee's anniversary date of last hire, shall be granted three (3) weeks' vacation with pay equal to six (6%) percent of their annual gross earnings.
Vacation pay to be paid weekly
- 17.03 Employees who have eleven (11) years but less than sixteen (16) years' service with the Company, on the employee's anniversary date of last hire, shall be granted four (4) weeks' vacation with pay equal to eight (8%) percent of their annual gross earnings.
Vacation pay to be paid weekly

- 17.04 Employees who have sixteen (16) years but less than twenty-five (25) years with the Company, on the employee's anniversary date of last hire, shall be granted five (5) weeks' vacation with pay equal to ten (10%) percent of their annual gross earnings.
Vacation pay to be paid weekly
- 17.05 Employees who have greater than twenty-five (25) years of service with the Company or more, on the employee's anniversary date of last hire, shall be granted six (6) weeks' vacation with pay equal to twelve (12%) percent of their annual gross earnings.
Vacation pay to be paid weekly
- 17.06 With regard to the scheduling of vacations, the Company will post a notice on or before March 31st of each year indicating the dates on which any shutdowns of plant operations will take place during July or August for vacation purposes. Employees will take their vacation during the shutdown periods. In the case of employees who are entitled to vacation in excess of any shutdown periods, or if shutdowns do not occur, employees will be required to indicate on the notice posted, by May 1st, their preference as to the dates of such vacations. Employees who do not so indicate their preference will be scheduled for vacation at the Company's direction.
- 17.07 Where vacations are requested by more employees than can be reasonably scheduled to be away at any one time and still carry on efficient plant operations, then the choice of those employees permitted to take their vacations will be, insofar as possible, based on seniority. For clarity as the vacation weeks are being allotted to employees according to seniority, if the weeks selected as first choice by an employee are not available because of business requirements at the plant, then the employee's second and possibly third choice shall be looked at and allotted before moving on to the next senior employee's vacation selections. All vacations will not be unreasonably withheld. Employees will be required to take their annual vacation according to the schedule noted above, it being understood, however, that the Company has the right to maintain an adequate work force.

17.08 Vacation during Prime Time

Provided the needs of the business are met first and foremost to be able to maintain efficient operations, vacation requests may be considered.

If an Employee with (15) or more years of seniority requests vacation time off during the months of June, July or August and has followed the procedure as prescribed under Article 17.06 in the collective agreement, they would be guaranteed two (2) weeks of vacation subject to Article 17.07.

It is understood that full weeks off will take precedence during the months of June, July or August. Requests for single days shall be restricted during these months to those weeks in which the full complement of weekly vacation entitlement has not been booked.

ARTICLE 18 - REST PERIOD AND WASH-UP PERIODS

18.01 There will be a ten (10) minute rest period and a five (5) minute wash-up period approximately before the 1st half and approximately before the 2nd half of each shift. The Company agrees that any employee who will work two (2) hours or more overtime shall be granted a fifteen (15) minute rest period at the end of their regular scheduled shift. The understanding is that the employee has 15 minutes in total during each half of the shift to do whatever during the allotted time.

ARTICLE 19 - INJURY ALLOWANCE

19.01 An employee injured on the job shall be paid for the balance of their shift on which the injury occurred if, as a result of such injury, the employee is sent home or to an outside hospital by instructions of the Company's management, provided that the employee is not able to return to the job after being treated for such injury.

ARTICLE 20 - LEAVE OF ABSENCE

20.01 It is understood that the Company has the right to maintain a qualified workforce at all times and with this understanding the Company also recognizes that there may be times when an employee may require a leave of absence. The decision to allow a leave of absence lies solely with the Company.

The Company will review all requests including those for compassionate leave and family leave and will ensure the *Employment Standards Act*, where applicable, has been applied. Such requests shall not be unreasonably denied.

Any employee desiring a leave of absence without pay for legitimate personal reasons, including illness and accident, must apply in writing and have written permission from the Company. All approved leaves of absences will be provided to the Union.

Leaves of absence will not be granted for the purpose of accepting other employment, even of a temporary nature, except as provided in article 20.03.

20.02 Bereavement

- (a) In the event of a death in the immediate family, employees will be permitted time off with pay at their regular day rate, provided the employee is able and does attend the funeral or memorial service. In the event of the death of brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, stepfather, stepmother, grandparents, great grandparents or grandchildren,

the length of absence with pay shall be up to three (3) consecutive work days including the day of the funeral or memorial service.

*Verification may be requested

- (b) In the event of the death of the Employee's father, mother, current spouse/common-law spouse or child/stepchild, the length of absence with pay shall be five (5) consecutive work days. For clarity, a common-law spouse will be as defined by the *Income Tax Act* and Canada Customs and Revenue Agency.

The consecutive days of absence shall be at the discretion of the employee. It is also understood that under extenuating circumstances, the Company may grant additional time off without pay.

20.03 Jury Duty

An employee who is called to and reports for jury duty or as a subpoenaed witness shall be compensated by the Company for the difference in pay between what they are paid for jury duty or as a subpoenaed witness and what they would have been paid had they not been called to report for jury duty. This clause does not apply to industrial relations matters.

20.04 Leaves of Absence for Employees who accept positions with the Local Union

1. Leaves of Absence for the purpose of accepting positions with the Local Union shall be available for up to two (2) employees. Adequate notice ("adequate" shall be defined as being 2 weeks minimum notice) of intent to apply for leave shall be afforded local Plant Management to enable proper provision to be made to fill the job to be vacated.
2. Leaves of Absence shall be for a period not in excess of 3 years, and may be renewed for a period by mutual consent.
3. Continuous service shall not be broken by the leave of absence, but will continue to accrue.

20.05 Any leave of absence requested for religious reasons must be requested through the Plant Manager and Human Resource Department.

ARTICLE 21 – OCCUPATIONAL HEALTH AND SAFETY

- 21.01 The Company, with the assistance of the Joint Health and Safety Committee has developed a comprehensive set of health and safety guidelines which set out the policies, responsibilities and procedures to maintain a safe workplace. Any amendments to these health and safety guidelines will be made with the review and consensus of the Joint Health and Safety Committee. The health and safety guidelines were derived from the following principles:
- (a) Meeting or exceeding all applicable health and safety legislation and regulations.
 - (b) Setting up a Joint Health and Safety Committee with equal representation and co-chairs. Their duties include joint inspections of the workplace, the immediate investigation of accidents or incidents which could have led to a serious accident, monthly meetings to review accident reports, recommend remedial action on all health and safety matters and distribution of co-chair signed minutes to the workforce. The Company will pay all representatives for all time carrying out their duties, including one full hour to be taken after the monthly inspection but before the monthly meeting.
 - (c) Making all records, documents pertinent to health and safety available to the committee.
 - (d) Outlining the right to refuse unsafe work to all employees through the health and safety policy guidelines which include the procedure to follow where a worker believes the work is unsafe, the joint investigation of the situation and involvement of a government inspector where certified members of the Health and Safety Committee cannot resolve the issue.
- 21.02 The union health and safety staff will have access to the property to assist the parties provided reasonable notification is given to the company and such access does not disrupt normal plant operations.
- 21.03 The Company will enroll a worker representative in the Safety Certification Training course in accordance with applicable Legislation.
- 21.04 The Union and the Company agrees to abide with all the requirements under the *Occupational Health and Safety Act of Ontario*. All parties will do all that is required to maintain a healthy and safe work environment. All Employees must take all necessary precautions to work safe and report immediately to management any accident or near miss or any unsafe work practices. All Employees agree to cooperate in providing all necessary information to the Company in a timely manner.

ARTICLE 22 - PERSONAL PROTECTIVE EQUIPMENT

22.01 The Company agrees to furnish gloves where required and will replace worn-out gloves free of charge, providing that a worn-out pair is turned in, otherwise the employees will be charged at cost.

22.02 The Company further agrees to furnish rubber overshoes in the Precast Department where the use of acid is required, and will replace same free of charge, providing the worn out pair is turned in, otherwise the employees will be charged at cost.

22.03 All Employees, as a condition of employment, will be required to wear safety footwear in accordance with the *Occupational Health and Safety Act* and Regulations for Construction Projects i.e. green patch toe and sole protection. The footwear must be a minimum of eight (8) inches in height laced to the top.

22.04 (a) The Company will reimburse employees for the purchase of safety footwear in each contract year for employees who have completed their probation period with the Company in the amounts listed below:

Effective on the signing date the value will be \$200.00 including applicable taxes.

Effective on September 1, 2021 the value will be \$215.00 including applicable taxes.

Effective on September 1, 2022 the value will be \$225.00 including applicable taxes.

Employees must submit a claim for reimbursement once per contract year in accordance with the procedure established.

If an employee's boots are damaged because of the workplace they will be replaced.

(b) Boot Replacement Program

In the event the Company establishes a corporate program to provide safety boots/footwear during the term of this collective agreement, the Company shall meet with the Union with a view to reach agreement for implementation and such program shall super cede Article 22.04 a) for as long as the program is in effect.

22.05 The Company agrees to pay for prescription safety glasses with UV protection for all employees who are required to do work which requires the wearing of eye protection, type of glasses to be specified. The glasses will be replaced from time to time by the

Company when they become ineffective due to normal wear and tear. Contact your HR Representative for the list of Opticians in the Woodstock Area. Prior approval for replacement to be obtained from the Plant Manager.

ARTICLE 23 - DEROGATORY NOTATIONS

23.01 When a derogatory notation is placed against the record of any employee, a written notice of the notation must be given to the employee. A duplicate is to be initialed by the employee and they may treat the same as a grievance and proceed accordingly. Unless notice of such notation is given within a reasonable time, in any event not to exceed five (5) working days after the occurrence, such derogatory notation shall not thereafter be used for the purpose of taking disciplinary action against the employee. Each derogatory notation shall be void after twelve (12) months from the date of issue.

ARTICLE 24 - BULLETIN BOARDS

24.01 The Company agrees to put the Bulletin Board in the change room and the lunch room and will post Job Postings on the Board. The Union may post notices once these have been approved by the Plant Manager.

ARTICLE 25 - GROUP INSURANCE

25.01 The Company agrees to pay for all employees the full cost of maintaining the Benefits program outlined below for all eligible employees. Medical, Dental and Vision Care Benefits will also be provided to eligible dependants of the employee. Reimbursement of eligible expenses is 100% unless otherwise stated.

25.02 Ontario Hospital Insurance Plan (OHIP)

Full cost of maintaining OHIP coverage.

25.03 Major Medical Plan

- (a) *Hospital Accommodation*: The difference between the public ward allowance under the Provincial Hospital Plan and the semi-private room rate in a Licensed Hospital.
- (b) *Nursing Care*: The services of a registered nurse or registered nursing assistant at employee's residence up to an individual lifetime maximum of \$25,000 subject to prior approval by the Carrier.

- (c) *Prescription Drugs:* Dispensing Fee Maximum \$10.00
Generic Drugs
Pay Direct Drug Card

Following the Date of ratification of this agreement, all employees on this plan will be moved to a "pay direct drug card" with pre-authorization for the Lowest Priced Equivalent Drug which will allow for Prescribed drug treatment coverage to be limited to the price of the lowest cost interchangeable/equivalent product, regardless of whether it is a generic or brand drug, unless otherwise medically supported by the employee's physician.

*For clarity those employees on brand names may stay on brand names, if the physician stipulates "no substitution" on the prescription otherwise the "Lowest Price Equivalent Drug" will be offered.

- (d) *Vision Care:* Prescription eye glasses or contact lenses to a maximum of \$255.00 per 2 year period.

Eye examinations will be covered to a maximum of \$90.00 in a twenty four (24) month period.

The \$255.00 per 24-month period may be used toward the cost of laser surgery provided such laser surgery is performed by a medically licensed practitioner in Ontario.

25.04 Dental Plan

Dental 1: Basic Dental Services - Reimbursement is 100% of eligible charges.

Dental 2: Endodontics (Root Canal Work) - Reimbursements are 50% eligible charges.

Dental 3: Dentures (Including Caps, Crowns) - Reimbursement is 80% eligible charges. Schedule of Fees will be adjusted to current fee guide in province which treatment is rendered.

Calendar year maximum for all services \$2,500.00 per individual. Dental recall package every 9 months

Orthodontics Coverage

Reimbursement is 50% of eligible charges restricted to eligible dependents who are not more than eighteen (18) years of age. Maximum \$2500.00 in the lifetime of the dependent child

25.05 **Life Insurance & AD&D**

Term Life insurance and Accidental Death and Dismemberment providing death benefits of \$50,000.00

25.06 **Weekly Indemnity**

Weekly Indemnity Benefit to provide for 60% of weekly earnings to a maximum of \$650.00. Benefit is payable on the first day of hospitalization, first day of surgery or 4th day of illness for 52 weeks. The Company to provide a waiver form for W.S.I.B.

An employee may qualify for Weekly Indemnity when they are unable to do the essential duties of their jobs due to a non-work related accident or illness.

25.07 **Administration**

- (a) Co-Ordination of Benefits will be applied.
- (b) Employees to Re-Enroll – declare dependents and other coverage and advise the Company of changes when they occur.
- (c) **Eligible Dependents**
Common Law Spouse: Minimum Co-habitation of 12 months applies to future relationships. Employees required to complete declaration of common law relationship.
- (d) The Company shall be under no obligation in regard to the operation of the Group Insurance and Benefit plan, save only to deduct and pay over the premiums as above set out. Inasmuch as the premium reductions under the Employment Insurance Act are being used to provide increased benefits under the Weekly Indemnity Plan herein, all premium reductions under the Act will be the sole property of the Company.
- (e) The Company reserves the right to change carriers without reduction of present benefits.
- (f) If carrier discontinues any coverage whether current or new carrier, the Company will be responsible for all coverage costs.
- (g) **Continuation of Benefits on Layoff**
Life Insurance, AD&D, Extended Medical, Dental and Vision Care will be extended as follows;

If layoff is effective before the 15th of the month, benefits will be continued to the 15th of the following month.

If layoff date is effective on or after the 15th of the month, benefits will be continued to the end of the next month.

Weekly Indemnity, Out of Country Coverage and Referral Benefit are excluded.

25.08 Doctor's Notes

Company agrees that the cost of a doctor's note beyond the initial note that is submitted by the employee, if requested by the Company or the insurance will be reimbursed for by the Company.

ARTICLE 26 - PENSION

26.01 The Company agrees to continue to contribute to the Pension Plan For Hourly-Rated Employees in accordance with the Plan Document for hourly-rated employees at the Woodstock plant located at 1100 Dundas Street East, Woodstock, Ontario N4S 7V9.

Effective January 1, 2021, the Company will freeze the existing Pension Plan For Hourly-Rated Employees for hourly-rated Member employees at the benefit rate of \$36.00 per month per year of credited service and thereafter all hourly-rated employees will no longer accrue any credited service under this Pension Plan.

26.02 Early Retirement Benefit

Early retirement provision of one quarter of one percent ($\frac{1}{4}\%$) per month reduction to age 62 provided employee's age and years of credited service equal 90.

26.03 Effective January 1, 2021 the Company will implement a Group Registered Retirement Savings Plan (GRRSP) as described in Appendix "C" attached hereto.

ARTICLE 27 – DURATION OF AGREEMENT

- 27.01 This agreement shall commence and be in effect from September 1, 2020 to August 31, 2023 and shall continue from year to year thereafter unless either party gives notice in writing of its intention to terminate this agreement or to enter into negotiations for the purpose of amending this agreement, such notice to be given in writing within ninety (90) days but not less than thirty (30) days prior to any date of amendment or of termination.
- 27.02 If notice of intention to amend or terminate is given by either party in writing pursuant to the provisions of the preceding paragraph, such negotiations shall commence not later than ten (10) days after such written notice and if such negotiations do not result in agreement prior to the date of termination of this agreement, then this agreement may be extended by mutual agreement between the negotiating parties for such further time as is necessary in order to complete negotiations, and if no amendment or new agreement is negotiated in such time then this agreement shall terminate on its anniversary date or the date to which it has been extended by mutual agreement, whichever is the later.

ARTICLE 28 – LABOUR MANAGEMENT MEETINGS AND TRAINING COMMITTEE

- 28.01 Conferences between Company representatives with the Committee shall be held provided there is an agenda. Matters to be discussed at such meetings shall be placed on an agenda to be supplied by the party requesting a conference to the other party at least one working day prior to the day for which the conference is requested. If mutually agreed upon, a conference will be arranged not later than 2.00 p.m. The service representative of UNIFOR and/or such other representatives of UNIFOR as may be necessary to the business being discussed may be present and take part in such conferences.

28.02 Training Committee

The Company and the Union recognize employee's concerns over how they will be affected by changes that may be required to adapt to future market conditions.

The Company and the Union also recognize that the employees affected should have input into how changes are implemented as well as the training programs developed to fulfil the future needs of the plant. They should also have the opportunity to

participate in the programs which are developed. To this end, a Process Training Committee will be established to do the following:

28.03 Process Training Committee

The scope of this Committee will be to identify process related skills and training needs, recommend employee selection criterion and recommend procedures used to implement any changes over current practices.

DATED AT WOODSTOCK this 18 day of December, 2020.

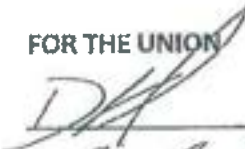
FOR THE COMPANY










FOR THE UNION









**APPENDIX A
WAGES**

Group No. and Classification		Sept 1, 2020 (2% Increase)*	Sept 1, 2021 (0% Increase)**	Sept 1/22 (1.75% Increase)***
1	Maintenance "A"	\$ 32.25	\$ 32.25	\$ 32.81
2	Vacant Classification	\$ 28.85	\$ 28.85	\$ 29.35
3	Certified Welder (Layout & Setup), Carpenter "A", Travel Lift Operators, Maintenance "B", Weld Shop Truck/Welder	\$ 28.22	\$ 28.22	\$ 28.71
4A	Travel Lift Ground Personnel, Certified Welder, Batch Utility/Loader, Yard Maintenance	\$ 27.90	\$ 27.90	\$ 28.39
4B	Bed Layout Person, Maintenance "C", Steel Bending, Welder, Stockroom, Batch Truck Driver, Labour-Layout and Set Up, Steel Cutting, Carpenter "B", Finisher	\$ 27.60	\$ 27.60	\$ 28.08
5	Vacant Classification	\$ 27.20	\$ 27.20	\$ 27.68
6	Labourer	\$ 26.51	\$ 26.51	\$ 26.97

*Year 1 – 2.00% increase on wage rate

**Year 2 – Effective September 1, 2021 all active employees on the seniority list will get a lump sum payment of \$1200.00 less statutory deductions. Employees on lay off that are on the seniority list will receive \$1200.00 less statutory deductions upon recall or when requested by the employee but no later than December 31, 2021.

***Year 3 – 1.75% increase on wage rate. Additionally, effective September 1, 2022 all active employees on the seniority list will get a lump sum payment of \$300.00 less statutory deductions. Employees on lay off that are on the seniority list will receive \$300.00 less statutory deductions upon recall or when requested by the employee but no later than December 31, 2022.

- (a) New employees in Groups 1 to 5 will be paid \$1.00 per hour less than the above rates during their probationary period.
- (b) New employees in Group 6 will start at \$3.00 less than the Group 6 rate. The hourly rate will be increased by \$1.00 for each 6 months worked until the Group 6 rate is attained.

Employees in Group 6 who have been laid off and have lost their seniority may be rehired as a new employee. Such employees, if rehired within three (3) years of their layoff, will be credited with previous time worked for the purpose of calculating their wage rate.

- (c) The student rate will be four dollars (\$4.00) per hour less than the Group 6 rate. If the student moves into a classification other than Group 6 they shall receive the rate.
- (d) Lead Hands will be paid one dollar and fifty cents (\$1.50) per hour more than the highest rate in their classification.

NOTE FOR INFORMATION: Leadhands classified prior to October 13, 2020 (and whom have not lost seniority), will be paid \$1.50 per hour above Classification 3. Leadhands classified after October 13, 2020 will be paid \$1.50 an hour more than the highest rate in the classification.

- (f) Welder (Layout and Set Up) when performing as Welder Supervisor as required by the Canadian Welding Bureau, will be paid one dollar (\$1.00) per hour premium above their classified rate.
- (g) Maintenance "A" must have a minimum of one (1) valid Industrial License. Valid license includes but not limited to: Millwright, Electrician, Vehicle Mechanic. Note: Grip Jobs are in the Labourer classification. Employees assigned to a grip job will receive the Labourer's rate of pay or their own rate of pay whichever is higher.

APPENDIX B OVERTIME BANKING

The Company and the Union by means of this agreement, wish to establish and maintain an Overtime Banking system in accordance with the terms and conditions set:

1. Overtime hours will be determined in accordance with Article 15 of the Collective Agreement.
2. Overtime banking will be optional to the employee. Unless directed by the employee in writing, overtime will be paid when worked.
3. If an employee elects to bank overtime on any one day, all hours worked overtime on that day must be banked. Overtime hours worked will be converted to equivalent regular hours and banked at the employee's rate of pay on the date worked.
4. At a later time, the employee may request time off for hours banked. Banked time off will be paid on a first banked, first paid basis.
5. A maximum of eighty (80) hours per year can be accumulated in the Employee's Overtime Bank. Overtime banked and not taken will be paid to the Employee by December 31 of each year. No carryover into the New Year will be permitted.
6. In the event of lay-off any balance of banked overtime will be paid to employee.
7. Employee shall take Banked hours as time off work during regular working hours only in full shifts (8 hours) or half shift (4 hours) to a maximum of twenty four (24) hours at any one time.
8. Time off will be granted and taken at a time mutually agreeable to the Company and the employee. Subject to the requirements of operation, the Company will make every effort to accommodate the employee's request. Employees will submit a request in writing to take time off a minimum two (2) days in advance of the date to be off.
9. In the event of duplication of requests for time off, requests received up to 31 days prior to the day off will be granted in order of seniority. Requests received within 30 days of the time off will be granted in the order received.
10. The Company will track the banked hours at the Woodstock facility. Upon request and with reasonable notice, such hours will be made available for perusal by the employee(s).

APPENDIX C
GROUP REGISTERED RETIREMENT SAVINGS PLAN

Rules of Group Registered Retirement Savings Plan for Unifor Hourly Paid Employees of PreCon Precast Limited Woodstock:

1. First-Time Eligibility - Hourly paid employees of PreCon Precast Limited, Woodstock Precast Plant, who have completed seventy-five days (75) working days of employment or 600 hours of work within any period of twelve (12) consecutive months and are active full time employee with the Company shall be eligible the first day of the month coinciding with or next following completion of such service.
2. Contributions - The Employer will contribute \$2.75 for each hour worked.

An employee may make Additional Voluntary Contributions (AVC's) to the Plan, up to the maximum allowed by Canada Revenue Agency under the Income Tax Act.

The AVC's may be in the form of an additional amount deducted from payroll for each hour worked. An additional payroll deduction would be subject to change only twice annually.

3. Investment of Contributions - Contributions will be remitted to the Group RRSP Provider, as determined by the Company, once a month. The employees will have the option of choosing which investment option(s) to invest both the employee and the Company contributions.
4. Investment Reporting - The Group RRSP Provider will provide each employee with a semi-annual report outlining contributions and investment returns.
5. Position on Retirement - On retirement, or at any time thereafter up to age 71, an employee's account may be cashed out, transferred to another registered retirement savings plan or used to purchase an annuity or other income producing retirement vehicle from the Group RRSP Provider or any other Insurance or Trust company.
6. Position on Death - The entire value of the deceased employee's account will be paid to the beneficiary designated by the employee. A statement of options will be provided to the beneficiary by the insurer.
7. Position on Termination of Employment or Total Disability Resulting in Termination - The employee may transfer the value of his/her account to another registered retirement savings plan, elect to cash out, or leave the account in the Group RRSP Plan.
8. Position on Cash-out - An employee may not, while continuing in employment, (including periods of temporary layoff), elect to cash out his/her locked-in RRSP account. Withdrawal of Additional Voluntary Contributions (AVCs) will be allowed on proper notice from the employee and subject to applicable income tax regulations.

9. Spousal RRSP'S - None allowed within this Plan.
10. Administration and Investment Charges - The Company will maintain that no charges will be levied on the employee by the Group RRSP Provider other than the investment management fees applied to the market based funds.
11. Regulations - These rules and the individual registered retirement savings contracts established under this Group Registered Retirement Savings Plan must, at all times, comply with the requirements of Canada Revenue Agency.

LETTERS OF AGREEMENT

Between:
PRECON PRECAST LIMITED
WOODSTOCK, ONTARIO PLANT

And
UNIFOR AND ITS LOCAL 636

#1 RE: CONTRACTING OUT WORK

October 29, 2020

It is not the Company's intent to lay-off employees who have the skills and ability do work that may be required within the Woodstock facility. The Company shall fully utilize the trades/maintenance department provided the Company has the necessary facilities and the equipment.

In addition, the parties further agree that:

To avoid unnecessary downtime, costs or system failures, the Union understands that the Company utilizes factory-trained service technicians and/or its authorized service providers from the Original Equipment Manufacturer (OEM) for Maintenance Work. Wherever possible, the Company will endeavour to provide training to the maintenance employees for such Maintenance Work. In cases where maintenance employees have received OEM factory training and demonstrated their ability to reliably apply such knowledge, the Company shall fully utilize its maintenance employees for such Maintenance Work.

As in previous negotiations, the Company and the Union have renewed this commitment and agree that before any Production Work that is normally performed by the bargaining unit is contracted out, the Union shall have the opportunity to discuss possible ways of keeping such work at the Woodstock plant. The Union understands that the Company has an established practice of manufacturing certain input elements, such as rebar, hardware and/or forms/molds, for its other facilities in the Woodstock facility and vice versa. The Company also purchases "ready-made" input elements from other vendors.

It is also understood that this Letter of Agreement does not include any capital improvements that the Company may make to its existing or new manufacturing facilities and equipment.

- With the above understandings, from the date of the execution of this letter of agreement, no lay-off shall occur due to the use of any outside contractor at the Woodstock facility.

#2 RE: PAID EDUCATION LEAVE (PEL)
September 1, 2011 renewed October 29, 2020

The Company will provide a Lump Sum Payment of \$1000.00 in each year of the Collective Agreement to the UNIFOR Paid Education Leave Fund (PEL).

The first payment being paid immediately on ratification, the second payment due August 31, 2021 and the third payment due August 31, 2022.

The Union will provide the Company with instructions regarding the payment.

#3 RE: PENSION PLAN
November 24, 2005 renewed October 29, 2020

It is agreed that effective October 9, 2014, employees who have reached age 62 can opt for early retirement. In the event any employee decides to early retire between the ages 62 to 65 will be given a pension supplement of \$25.00 per month times years of continuous service*. For clarity, an employee who reaches age 62 who has ten years of continuous service will receive a pension supplement of \$250 per month.

The supplement will continue until the employee reaches age 65. This supplement will cease at 65 or on the death of the employee. It is not transferable. This will be in effective for the life of the current collective agreement.

**Continuous service will include periods of layoff.*

#4 RE: GROUP INSURANCE, ARTICLE 25
October 29, 2020

During negotiations for a new collective agreement, the parties discussed possible changes to the Group Insurance provisions of the collective agreement including the potential to explore alternate benefit providers that may improve benefits and costs for both the Union and the Company.

As a result, the Company and the Union have agreed to establish a joint sub-committee beginning on or before January 1, 2021 to begin work on this initiative to explore options and establish priorities for a different benefit plan. The Company will use the priorities developed by the sub-committee to find alternatives to the current plan in the marketplace. These alternatives will be brought back to the sub-committee who will be authorized to make a decision, which must be unanimous, to change the benefit plan during the term of this collective agreement by Letter of Understanding.

The joint sub-committee will consist of Three (3) Company Representatives and Three (3) Union Representatives

#5 RE: FUTURE CAPITAL INVESTMENTS

October 29, 2020

The Company will continue to manufacture precast concrete products at the Woodstock plant for the term of this collective agreement. In addition, the parties discussed the mutual desire for growth and development of the Woodstock plant. It is recognized that the existing facilities, except for the new casting building, are outdated and that without additional capital investment, the future of the Woodstock plant is uncertain. The Company recognizes and appreciates that, with the modifications agreed to in this contract, the Union has made a meaningful contribution towards meeting this renewal objective.

At the same time, as an act of good faith, the Company has proceeded with several capital upgrades: new panel forms, site cleanup of waste/rejected concrete components, new batching software and modernization of yard equipment. In addition, the Company will perform a feasibility study to expand the existing production facilities, upgrade the production equipment and introduce additional product lines into the plant.

Providing the Company's feasibility studies are favourable and the Company receives approval from its Board of Directors, a phased expansion of the Woodstock plant is planned to occur as soon as practically possible.

The Company and the Union have agreed to meet every 6 months to provide an update on the progress being made and to discuss any initiatives which might further this modernization objective.

#6 RE: TRAINING - SENIOR EMPLOYEES/WELD SHOP EMPLOYEES

September 24, 2002 renewed October 29, 2020

The Company and the Union recognize that during the periods of lay-offs the senior employees should be given the opportunity to protect themselves wherever possible, from lay-off. Both parties also recognize that the Company must retain the necessary skills to operate the Plant efficiently.

Both parties therefore agree to identify those senior employees who might otherwise be laid off and offer them training on other jobs which would normally be retained during lay-off. It is recognized that this training will be offered during normal operating times on an ongoing basis when time and operational requirements permit.

For jobs in the welding shop, based on the Company's anticipated future needs, training will be offered on an ongoing basis when time permits, for those employees who have successfully completed a welding course. The Company will arrange and pay for a C.W.B. test. Provided the employee has passed the C.W.B. test, the senior employee will be awarded any future job posting for a welder, or may exercise their seniority rights in the event of a lay-off.

#7 RE: CARPENTER TRAINING

September 24, 2002 renewed October 29, 2020

The purpose of the Carpenter "B" classification is to assist the Carpenter "A". In addition, where the company foresees a future need to replace the Carpenter "A", the Carpenter "B" classification can be used to train for the future Carpenter "A" requirement.

Providing there is sufficient lead-time, the company will advertise for a Carpenter "B" trainee. The company will award the job from among those interested in the position giving consideration to ability and seniority. After the training period is completed the employee will be given the regular Carpenter "B" classification.

During the training period, in order to facilitate the training, the Carpenter "B" will be retained or recalled with the Carpenter "A".

#8 RE: COMPANY TRAINING

September 24, 2002 renewed October 29, 2020

All future Company mandated training conducted outside the employee's normal working hours will be time and one half at an hourly rate.

- WHMIS
- Forklift
- Overhead Crane
- Training of JHSC Members
- First Aid
- Propane
- Shunt Truck

#9 **RE: LABOURERS**

September 1, 2008 renewed October 29, 2020

When a vacancy occurs in a Group 6 (Labourer) position, employees will inform the Company in writing that they wish to move to another position prior to that position being filled from outside the bargaining unit.

Every effort will be made to move the employee subject to the requirements of the operation.

This clause applies to relocation between the following areas only:

Production
Maintenance
Steel Shop
Carpenter Shop

#10 **RE: PROGRESSIVE CO-OPERATION**

September 1, 2011 renewed October 29, 2020

The Company and the Union agree to continue the ongoing relationship that has served both Parties over the years. The Parties further agree to continue to work together to ensure the longevity of the precast operation in Woodstock, Ontario.

#11 **RE: FLEXIBLE WORK SCHEDULES**

September 1, 2011 renewed October 29, 2020

The parties agree to explore the issue of flexible work schedules that would work twenty-four (24) hours per day, seven (7) days per week. (Example - Weekend Worker)

The parties agree to meet with a view to reaching agreement on the implementation of flexible work schedules that may be required at certain times in the year to meet the needs of the business.

#12 **RE: QUALIFYING FOR PAID HOLIDAYS**

September 1, 2011 renewed October 29, 2020

In the 2011 set of bargaining discussion around Paid Holidays regarding the qualifying days prior to and following the Paid Holiday. The Parties agreed that in the event an employee is missing for either/both of these shifts, or a partial shift on either/both of these days or comes in late on either/both of these days it must be for a justifiable reason as per the Employment Standards Act of Ontario to be paid for the holiday.

Every effort shall be made to resolve the issue so there will be no disruption to the employee's pay. In the event if after meeting with the employee to determine whether the absence or late was justifiable, there is still a dispute, this in no way precludes the Union's ability to grieve the matter for a justifiable reason.

#13 **RE: WORK STATION FOR UNION CHAIRPERSON**

September 1, 2011 renewed October 29, 2020

For the term of this collective agreement, the Company shall provide the Union Chairperson with an area that will have a desk and a lockable door. It is understood that the Union Chairperson will have full use of this space to conduct his Union business at times as provided for under the collective agreement.

#14 **RE: PAYMENT OF POLICY OVERTIME GRIEVANCES**

October 9, 2014 renewed October 29, 2020

In the event the Employer does not follow the collective agreement regarding overtime, any payment to employees will be given to the employees with the skill and abilities on a rotating basis provided that they are at work and available.

#15 **RE: TRAINING WITHIN DEPARTMENTS**

October 9, 2014 renewed October 29, 2020

It is understood and agreed by the Parties that when training is to take place within a department such training shall commence with the senior employees, provided they are at work and available.

#16 **RE: 15.05 (B) LABOURERS IN THE WELD SHOP**

October 9, 2014 renewed October 29, 2020

This Letter is to clarify that the Weld Shop Labourers will perform daily and weekend overtime by seniority within the Weld Shop department. Furthermore, it is understood that in the event of layoff, they will be as per Article 10 of the collective agreement.

#17 **RE: ARTICLE 11 - TRANSFERS OR PROMOTIONS**

October 9, 2014 renewed October 29, 2020

When transferring a non-posted position between departments or from bed to bed, the Company where and when practicable, will approach the least senior qualified employee first.

#18 **RE: ARTICLE 12 - HOURS OF WORK 12.01**

October 9, 2014 renewed October 29, 2020

Notwithstanding Article 12.01 regarding circumstances where Employees have been given four (4) hours' notice of a shift change. In the event an accommodation is requested by an employee to forego the shift change due to baby-sitting problems or some other legitimate concern, the Company would look at each individual circumstance and the mitigating circumstances which may necessitate such accommodation with a view to avoid undue hardship for the employee with the understanding that such arrangements are temporary and the final decision rests with the Company.

#19 **RE: TRAVEL LIFT DEPARTMENT**

October 9, 2014 renewed October 29, 2020

Effective as of the date of ratification:

There will be two positions within the Department: Operator and Groundperson.

All future vacancies for the Operators classification will be filled from within the Groundperson group from those who are qualified and who have applied to fill a vacancy. To be eligible for training (Seat time) as an Operator the Groundperson must attain a required competency level within their own classification.

Notwithstanding the collective agreement, to become a qualified Groundsperson an employee must successfully complete two (2) months of training. Such Operator training will be assigned by seniority. Once "Seat time" begins there will also be a required level of competency that must be attained to be designated as a competent Operator.

In order to properly assess an employee requires that said employee's position shall be posted as a Temporary Vacancy until such time as a determination is made regarding the employee's competency.

It is understood that failure to achieve the required competency in either designation will result in the re-assignment of the employee to i) their former position (where the Temporary Vacancy was posted) or ii) to another department, thereby allowing positions to open up within the Travel Lift Department.

Within a couple months of ratification, the Union and the Company shall meet with a view to reach agreement on the criteria for each of the classifications and the changes within the Travel Lift.

#20 RE: PLANT CLOSURE / CLOSURE AGREEMENT

January 19, 2018 renewed October 29, 2020

In the event of a plant closure, the Company agrees to notify the Union at least twelve (12) weeks in advance if possible or sooner if possible, and within that period the parties will meet and bargain a Closure Agreement greater than the current Employment Standards requirements.

**#21 RE: PRECON PRECAST LIMITED INC. – WOODSTOCK PLANT
APPRENTICE TRAINING PROGRAM**

renewed October 29, 2020

I. Purpose

The PRECON PRECAST LIMITED Apprentice Training Program is designed and established to provide a means by which hourly rated bargaining unit employees are given the opportunity to acquire the requisite skills to meet the Company's requirements for a skilled and efficient labour force in the Mechanical Maintenance area. The objectives of this program are:

1. To aid apprentices in becoming skilled Journey persons by providing objective and consistent training composed of both Educational and Skill related instruction.
2. To maintain uniform standards for the progression and performance of apprentices in the program.
3. To maintain the prerequisite requirements of the Ministry of Education and Training.

II. Program Admission and Eligibility Requirements

The Company shall retain the total responsibility for determining the number of apprentices participating in the program. To be eligible to participate in the program, an applicant must meet all of the following requirements:

1. Have a high school diploma (Grade 12 graduation) or technical school education diploma or equivalent.
2. Successfully meet or exceed the minimum test norms established by the Company and/or the Ministry of Education and Training.

- 3 Meet minimum age requirements of 18 years old and demonstrate the capability and attitude to successfully complete the training requirements as outlined by the program.
4. Have completed a minimum of 1 year employment with the Company.

III. Training Program Requirements

The subject matter of the training program is based upon knowledge and performance as determined by the Company and/or the Ministry of Education and Training.

An apprentice must successfully complete the requirements of the in-school curriculum. The Company, in conjunction with the Ministry of Education and Training, reserves the right to update the curriculum or standards to maintain subject matter at desired levels.

An apprentice will progress to the next higher level upon satisfactory completion of the minimum time requirements, satisfactory completion of in-school requirements and demonstration of satisfactory workplace performance. Records of in-school grades will be obtained through the release agreement signed by the apprentice prior to enrolment in the apprenticeship. An apprentice will be removed from the program should they fail to show satisfactory performance in educational training, training assignments, attendance at school or work and on the recommendation of their supervisor.

IV. Educational and Training Requirements

The educational requirements of the program will be supplied by the most applicable community college and the most desirable schedule which will consist of blocks of classroom training. Current training is available at a number of local colleges and the Company reserves the right to choose the college and the schedule of training.

An apprentice will be under the direction of the immediate supervisor for daily work assignments and work related responsibilities. The respective Supervisor is responsible for conducting a review of all apprentices under his or her direction at least once per year. Maintenance of the apprentice's training record will be a joint responsibility of the apprentice and the Supervisor.

Selection Criteria

Apprentices must meet the eligibility requirements stated in II Program Admission and Eligibility Requirement.

The apprenticeship selection process will be applied consistently with all potential candidates for the program. The Company reserves the right to modify or change the selection criteria. Matters not covered by the Apprentice Training Program and governed by Government statute will apply for all apprentices to be enrolled in the Apprentice Program.

In selecting a candidate, management, along with the qualified tradesman of the trade in question, will ensure all of the required criteria have been met including good attendance and no disciplinary record.

Interview - Consideration will be given to knowledge of the trade, previous related experience and personal presentation.

Reference Check - A reference check of previous employers may be made when necessary in order to evaluate any related experience.

Employment Record - A check of the applicant's work record will be conducted which will include disciplinary and attendance review.

Any information related to the applicant's performance in the selection process will be released only to the applicant.

The trades included in this program are:

- Electrician
- Industrial Maintenance Mechanic (Millwright)
- Heavy Duty Equipment Mechanic
- Welder

For each week an apprentice is absent from the job due to attendance at an approved Government Apprentice School, the Company shall pay the apprentice their regular straight time weekly wages less any allowance to which the Apprentice is eligible under any applicable Government Program. It will be the responsibility of the Apprentice to apply.

Payment will be made as Follows:

Upon successful completion of each Session and attains a minimum average grade of 70%, the apprentice will be paid the balance of wages owing upon submitting satisfactory proof of completion and grade.

Following completion of the apprenticeship, employees will not be eligible to post/bump to other jobs except in case of layoff or if unable to perform the work due to medical restrictions.

Reduction of Workforce:

In the event of a reduction of work force apprentices will not be bumped by a more senior employee in the event of a layoff, except by the qualified tradesman in the trade they are apprentice in.

SKILLED TRADES

1. Skilled Trades for the purpose of this agreement shall be those Employees with an A designation in the following job classifications:
 - > Mechanic
 - > Millwright / Machine Repair
 - > Welders (Skilled Trades)
2. Should a skilled trades employee become medically unfit and unable to follow his/her skilled trades, both the company and the union will cooperate in endeavoring to place such employee on a job that he/she is capable of performing. However, if placed in a non-skilled trades classification, he/she shall then forfeit all skilled trades rights within the skilled trades.
3. The term "journeyman/woman" as used in this agreement shall mean any person:
 - > Who presently holds a journeyman/woman's classification in a skilled trades occupation, or;
 - > Who has served a bona-fide apprenticeship for four (4) years – 8,000 hours and holds a certificate which substantiates his/her claim of such services, or;
 - > Who has eight (8) years of practical experience in the skilled trades classification in which he/she claims journeyman/woman's designation and can prove same. A Unifor journeyman/woman card will be accepted as proof.
4. Proof of journeyman/woman status will be shown to Human Resources and the Union Chairperson or a Committee Member prior to a journeyman/woman's hiring.
5. The Company agrees to provide a theft insurance policy to cover recognized tools of the skilled trades for skilled trades employees up to a lifetime maximum of five thousand dollars (\$5,000) with no deductible.
6. Each employee will submit a list of tools to the Human Resources Department. When the list has been submitted, a physical audit of the tools shall be done by the Maintenance Manager/ or his designate. Both the employee and the Maintenance Manager shall sign the list.

It is understood that the "onus" is on the employee to ensure that the "list of tools" is up to date and accurate at all times.

7. Tools which are owned by the skilled tradesman/woman and which list of tools have been submitted to the Human Resources Department, the Company agrees to replace the tools if they become broken in the performance of work for the Company. The broken tools must be handed in to the Company before the exchange/replacement is enacted.
8. When metric tools greater than 22mm are required the Company will make such tools available for skilled trades employees in the performance of their work. Such tools in excess of 22mm along with metric calibrated measuring instruments will be available in the stockroom and charged out to the skilled trades employee when they have need for them.
9. Any specialty tool required and approved by the Company will be made available through the current practice as prescribed in # 8 above.
10. Effective as of January 1, 2015, the Company will reimburse a licensed employee upon receipt of a valid invoice for up to the first two tickets, for clarity this is in reference to "skilled trade licenses".

#22 **RE: EXCESS HOURS OF WORK AGREEMENT**

January 19, 2018 renewed October 29, 2020

The parties hereto agree as follows:

1. The parties acknowledge that:
 - The company operates a manufacturing facility in Woodstock, Ontario.
 - The Union has bargaining rights for certain employees at the above-noted facility (the "Employees") and the parties have entered into a collective agreement in effect from September 1, 2020 (the "Collective Agreement") for the above-noted facility;
 - From time to time, the Employees work hours in addition to their regular work hours (as either specified or agreed upon as such), which may result in the Employees working hours in excess of the maximum daily and/or weekly hours of work permitted by subsection 17(1) of *Ontario's Employment Standards Act, 2000, S.O. 2000, c.41*, as amended (the "ESA, 2000").
2. The parties enter into this excess hours of work agreement in accordance with subsections 17(2) and (3) of the ESA, 2000 in order for the Company to permit the Employees to work hours in excess of the maximum daily and/or weekly hours of work as permitted by subsection 17(1) of the ESA, 2000 and the provisions of the Collective Agreement.
3. From time to time and as may be required, the Employer may offer Employees the opportunity to voluntarily work hours in addition to their regular work hours to meet

the Company's operational needs. These hours would be subject to payment for overtime hours in accordance with the Collective Agreement, Employees are not compelled to work hours in excess of their regular work hours.

4. When Employees are offered the opportunity to voluntarily work hours in additional to their regular work hours, the Employees may work these additional hours up to a maximum of 13 hours per workday and/or 60 hours per work week. (except where there are emergency circumstances for working beyond these limits in accordance with section 19 of the ESA, 2000), subject to payment for overtime hours in accordance with the Collective Agreement.
5. The Company will seek approval from the Director of Employment Standards in accordance with the provision of the ESA, 2000 to permit the Employees to voluntarily work up to a maximum of 13 hours a day and 60 hours per week. If such approval is granted, the Employees will not work more than the specified number of excess hours approved by the Director of Employment Standards.
6. The Union may terminate this Agreement two (2) weeks after giving written notice to the Company. The Company may terminate this Agreement upon giving the Union reasonable notice, which the parties agree is two (2) weeks written notice.
7. This Agreement forms part of the Collective Agreement and comes into effect on ratification (October 29, 2020) and will expire on August 31, 2023.

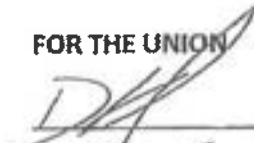
All of which are agreed and signed this 14 day of December, 2020.

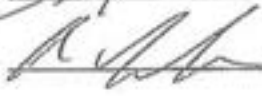
FOR THE COMPANY

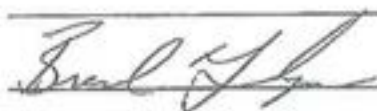




FOR THE UNION









Workplace Violence and Harassment

HR Policy: HR – 01

Approved by:	Peter Quail, Vice President- Central Region
Originated:	June 01, 2010
Revision Date:	December 02, 2020
Applies to:	All PreCon Precast Ltd. & PreCon Erection Ltd. employees and agent/ representatives of PreCon Precast Ltd. & PreCon Erection Limited Employees
Administered by:	Corporate HR & HSE

Policy Statement

PreCon is committed to building and preserving a safe working environment for all of its employees, representatives and customers. In pursuit of this goal, PreCon does not condone and will not tolerate acts of harassment or workplace violence against or by any PreCon employee or person to whom this policy applies. Furthermore, any acts of harassment or violence by vendors, suppliers, third party contractors, or members of the public towards any PreCon employee or person to whom this policy applies will be taken seriously and investigated in accordance with this policy.

PreCon will take whatever steps are reasonable in the circumstances to protect our workers from workplace harassment and workplace violence from all sources including domestic violence, as required under applicable legislation.

This policy will be reviewed on an annual basis and risk assessments conducted as required. This policy will be communicated during orientations of new employees, and annually during key policy review through plant huddles, webex, in-person review meetings or other means.

Application

This policy applies to all those working for PreCon including employees, contract service providers, managers, officers and directors. PreCon will not tolerate workplace violence or harassment whether by fellow employees, managers, officers, directors, or contract service providers of the organization or others.

This policy applies while in the workplace, during travel on behalf of PreCon, during any work related social functions and activities, depending on the circumstances. For clarity, the workplace is not confined to the offices, buildings and worksites of PreCon. It also includes any other location where the business of the PreCon is being conducted.

Responsibilities

All employees share in the responsibility for assuring that the workplace is free from workplace violence and workplace harassment. An employee who becomes aware of any situation of workplace violence or workplace harassment must report the matter immediately in accordance with this policy. All allegations of workplace violence or workplace harassment will be investigated promptly as described below.

Management will adhere to this policy and will be responsible for ensuring that measures and procedures are followed and that employees are appropriately trained with respect to workplace violence and harassment. Upon becoming aware that some form of workplace violence or harassment is alleged to have taken place, PreCon will proceed in accordance with this policy and applicable laws, even if no formal complaint is made. PreCon undertakes to act on all complaints of workplace harassment or violence to ensure that they are dealt with, responded to and resolved quickly, confidentially, and fairly for all concerned.

Definitions of Workplace Violence, Harassment and Domestic Violence

Workplace Violence is an occupational health and safety hazard and is defined as:

- The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker;
- An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker; or,
- A statement or behaviour that a worker could reasonably interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

Workplace violence includes, but is not limited to:

- **Threatening Behavior** - such as shaking fists, destroying property or throwing objects.
- **Verbal or Written Threats** - any expression of an intent to inflict harm.
- **Harassment** - any behavior that demeans, embarrasses, humiliates, annoys, or alarms a person and that is known or is expected to be unwelcome. This includes words, gestures, intimidation, bullying, cyber bullying and or other inappropriate activities.
- **Verbal Abuse** - swearing, insults or condescending language.
- **Physical Attacks** - hitting, shoving, pushing or kicking.

Workplace violence also includes domestic violence. In that regard, where PreCon becomes aware, or ought reasonably to be aware, that domestic violence that would likely expose a worker to physical injury may occur in the workplace, PreCon will take every precaution reasonable in the circumstances for the protection of the worker.

Workplace Harassment

Workplace harassment means engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome or workplace sexual harassment. Workplace sexual harassment means:

- (a) Engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or
- (b) Making a sexual solicitation, advance or unwanted touching. This could come from supervisors, colleagues, customers, subcontractors, suppliers and or/ strangers where the person knows or ought reasonably to know that the solicitation or advance is unwelcome;

Harassment may also relate to a form of discrimination as set out in applicable human rights legislation, but it does not have to. Human rights legislation and the protections and prohibited grounds under the legislation varies by province. Such legislation may prohibit discrimination and harassment on a variety of grounds including, but not limited to, race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sexual orientation, gender identity, gender expression, age, record of offenses, marital status, family status or disability.

Filing a Complaint Under This Policy

An employee who feels that he or she is the subject of workplace harassment or workplace violence (including domestic violence in the workplace) or who believes that someone else is subject to workplace harassment or workplace violence (including domestic violence in the workplace) is required to immediately bring the matter to the attention of their immediate Supervisor in PreCon.

In the event, that an employee is either directly affected by or witness to any violence or harassment in the workplace, it is imperative for the safety of all PreCon employees that the incident be reported immediately in accordance with this policy. In addition, PreCon recognizes that any employee who has been exposed to an incident of workplace violence may wish to consult his or her health practitioner.

The report of the incident (whether verbal or in writing) should include the following information:

- 1. Name(s) of the worker who has allegedly experienced workplace harassment or workplace violence and contact information
- 2. Name of the individual alleged to have engaged in workplace harassment or workplace violence
- 3. Names of the witness(es) (if any) or other person(s) with relevant information to provide about the incident (if any) and contact information (if known)

4. Details of what happened including, without limitation, date(s), frequency and location(s) of the alleged incident(s)
5. Any supporting documents you have in your possession that are relevant to the complaint
6. List any documents that a witness, another person or the alleged harasser or accused may have in their possession that are relevant to the complaint

Investigation of Complaints

Management pledges to investigate and deal with all incidents and complaints of workplace harassment or violence in a fair and timely manner, respecting the privacy of all concerned to the extent possible given the nature of the allegations and the need to conduct a fair, thorough and complete investigation. All incidents or complaints of workplace harassment or violence shall be kept confidential except to the extent necessary to investigate the complaint or incident, to take corrective action or otherwise as required by law.

The exact nature of the investigation will depend on the nature of the particular complaint. During the investigation, PreCon will take whatever interim steps deemed necessary or appropriate in the circumstances which may include involving third parties, such as outside legal counsel, or a third party investigator. The objective of the investigation is to fairly and promptly obtain all relevant information upon which to reach a decision and take appropriate remedial action, if required. Accordingly, the investigation of a particular incident may include interviewing the complainant, the person allegedly responsible for the offensive behaviour, any third-party witnesses, and the consideration of any other potentially relevant information.

The investigation will be completed in a timely manner and generally within 3-5 business days or less unless there are extenuating circumstances (i.e. illness, complex investigation) warranting a longer investigation.

All employees are expected to cooperate fully and in all respects in any investigation PreCon might initiate in response to a complaint received under this policy, whether the investigation is conducted internally with PreCon's own resources or with the assistance of an outside third party. PreCon's expectation is that any identified employee with information regarding the complaint will participate in the process and in any investigation and will not engage in any conduct that might impede or otherwise interfere, in any manner, with PreCon's investigation. Refusing to participate in an investigation or otherwise engaging in conduct that impedes or interferes with PreCon's investigation will be treated as serious misconduct and can lead to disciplinary action up to and including termination of employment.

PreCon reserves all rights to take such remedial action as it deems appropriate having regard to the outcome of the investigation which may include, but which is not limited to, the imposition of disciplinary action up to and including termination.

Within 2 days of the investigation being completed, the worker who allegedly experienced the workplace harassment or workplace violence and the alleged harasser or accused, if he or she is a worker of PreCon, will be informed in writing of the results of the investigation and any corrective action taken or that will be taken by PreCon to address workplace harassment or violence.

Discipline

Acts of workplace violence and harassment will not be tolerated and will be responded to appropriately which may include, without limitation, disciplinary action, up to and including termination, following an investigation of the incident and the surrounding circumstances.

In addition, it is a violation of this policy for anyone to knowingly make a false complaint of workplace harassment or violence, to intiate a complaint for some ulterior purpose or in bad faith, or to provide false information about a complaint in the course of the investigation. Individuals who violate this policy in this respect are similarly subject to disciplinary and/or corrective action, up to and including termination of employment.

Other Avenues of Complaint

Nothing in this policy is intended to discourage or prevent anyone from exercising any other legal rights or avenues pursuant to any statute or law, including, without limitation, human rights, employment standards and, in the case of unionized employees, a collective agreement.

If the employee is not comfortable making the complaint in the manner prescribed under this policy because the individual to whom the complaint must be filed is the alleged harasser or accused or for other reasons, the employee should file their complaint with their Human Resources Representative or their Health and Safety Representative.

No Constraint on the Exercise of Reasonable Management Functions

This policy does not restrict a manager's/supervisor's responsibilities in the areas of counseling, performance appraisal, performance management, work assignment, the implementation of disciplinary actions and any other related day to day activities. For clarity, this policy is not intended to and will not limit or constrain the reasonable exercise of management functions in the workplace.

Retaliation Prohibited

All persons to whom this policy applies are expected to adhere to this policy, and will be held responsible by PreCon for failing to do so.

PreCon will not tolerate any form of retaliation against a person who reports workplace violence or harassment or a suspicion of workplace violence or harassment, and/or cooperates in good faith in an investigation of workplace violence or harassment. Employees who participate in any form of retaliation will be subject to disciplinary action, up to and including termination.

Conflict with Local Laws

To the extent that this policy conflicts with any laws that apply in the circumstances, then those laws will take precedence and prevail over this policy. For clarity, PreCon will comply with and abide by any local laws with respect to workplace harassment or workplace violence that apply to the particular situation.



Vice President - Central Region

December 02, 2020
Revision Date

All questions and/or comments should be forwarded to your Human Resource Representative.