

COLLECTIVE AGREEMENT

BETWEEN:

AMSTED CANADA



AND



March 20, 2016 – March 14, 2020

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COLLECTIVE AGREEMENT

This Collective Agreement, between Amsted Canada, having a plant and place of business in Winnipeg, Manitoba, hereinafter referred to as the “Company”, and Unifor and its Local 144, hereinafter referred to as the “Union” shall be in full force and effect from the 20th day of March 2016 up to and including the 14th day of March 2020.

ARTICLE 1 - INTENT AND PURPOSE

1.1 Purpose

It is the purpose of the Agreement to establish certain conditions of employment and to provide a method for the amicable and equitable settlement of differences and thus to further, in their mutual interests, a sound and harmonious relationship between the Company and its employees.

1.2 Terms

Whenever the singular or feminine terms are used in this Agreement, they shall also mean the plural or masculine terms unless the context requires otherwise.

1.3 No Discrimination

The Company and the Union agree that there shall be no discrimination exercised or practiced with respect to any employee by reason of age, sex, race, creed, colour, national origin, political, religious affiliations, sexual orientation or any other reasons under the Human Rights Code of Manitoba.

1.4 Sexual Harassment

The Company and the Union agree that there shall be no sexual harassment in the workplace.

ARTICLE 2 - RECOGNITION

2.1 Scope

This Agreement shall apply to all plant employees of Amsted Canada, employed at its Winnipeg Wheel Plant, located at 2500 Day Street, Winnipeg, Manitoba, except Material Coordinators, Maintenance Planners, Supervisors, Metalurgists, Office Staff, Quality Inspectors and those excluded by the Labour Relations Act of Manitoba, as per Certificate MLB-7041 amended by Manitoba Labour Board, on June 26, 2014.

2.2 Bargaining Agent

The Company recognizes the Union as the sole collective bargaining agent for all those employees covered in Section 2.1 of this Agreement.

ARTICLE 3 - PLANT MANAGEMENT

3.1 Power and Authority

The Union recognizes and agrees that except as specially abridged or modified by this Agreement, all rights, powers and authority are retained solely and exclusively by the Company.

3.2 Management Rights

For greater certainty, but without limiting the generality of the forgoing, the Union recognizes and agrees that the Company has the sole and exclusive right;

- (a) To direct the working forces and to hire, promote, transfer, demote, assign, lay off and recall employees.
- (b) To discipline, suspend or discharge employees for just cause.
- (c) To plan and direct operations, including the regulation and volume and rate of production, products to be manufactured and working hours.
- (d) To determine the number of employees needed by the Company at any time, overtime requirements and the duties to be performed.
- (e) To establish, maintain, alter and enforce rules and regulations to be observed by employees.
- (f) To determine the processes and methods to be employed.

- (g) To choose, control and direct the supervisory staff.

3.3 Subject to Grievance Procedure

The Company agrees that any exercise of the rights, powers and authority under this Article in conflict with any of the provisions of this Agreement shall be subject to the provision of the grievance procedure.

ARTICLE 4 - STRIKES AND LOCKOUTS

4.1 No Strikes or Lockouts

The Union agrees that during the term of the Agreement, neither the Union nor its representatives, nor any of the employees covered by this Agreement, will authorize, instigate, aid, condone, or engage in a slowdown, work stoppage or strike. The Company agrees during the same period that there shall be no lockouts.

ARTICLE 5 - UNION MEMBERSHIP AND DUES

5.1 Union Rights

- (a) The Company and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or by any of their representatives or members because of an employee's membership or non-membership in the Union or because of his/her activity or lack of activity in the Union.
- (b) The Union agrees that no employee shall engage in any Union activity during working time except as expressly provided in this Agreement.

5.2 Closed Shop

- (a) All present employees who are members of the Union will be required to continue to be members of the Union for the duration of this Agreement.
- (b) All present employees who, as of the effective date of this Agreement are not members of the Union, shall have the right to become members of the Union by paying the initiation fees and complying with the Constitution and By-laws of the Union.

- (c) Present probationary employees and newly hired employees, upon completion of the probationary period shall become members of the Union and will be required to continue to be members of the Union for the duration of this Agreement

5.3 Union Dues

- (a) During the lifetime of this Agreement the Company is hereby authorized and agrees to deduct from the pay of all employees covered by this Agreement regular monthly Union dues.

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. The Company agrees to give to each new employee a copy of the Collective Agreement.

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 monthly Union dues or an equivalent sum and shall have deducted from their pay the Union initiation fee, which will be checked off by the Company.

The amounts so deducted shall be such sums as may from time to time be assessed by the Union on its members in accordance with the Constitution and/or Bylaws of the National and Local Union. In case of any conflict, the Bylaws or Constitution of the National Union shall govern.

The National portion of Union dues shall be 0.735% of a workers' regular wage with respect to regularly scheduled hours and the Local portion at 0.619%. For the purpose of this Article, regular pay/wages includes, where applicable, but is not limited to vacation pay, holiday pay, jury duty pay, full paid leave compensation, paid absence allowance compensation, supplementary unemployment benefits or an equivalent lay-off benefits, pay in lieu of notice and accumulated overtime taken as straight time off. Regular pay/wages does not include overtime, shift, Sunday and holiday premiums, Workers Compensation benefits, relocation, termination or severance pay, pension.

The Company will furnish to the Union on a monthly basis a Complete dues listing including the names of all active and inactive employees, the amount of National and Local dues deducted for each employee, the relevant rates of pay and job classification for each employee, the number of hours upon which Union dues were calculated and a reason should there be no deduction (ex: WCB,

lay-off, etc.). The Company will provide a breakdown of those dues that belong to the National union and those that belong to the Local Union, based on the two calculations outlined above. The dues can be paid on one cheque.

The Financial Secretary of the Local Union will notify the Company one month in advance in writing 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.

The Company agrees to deduct Unifor Canadian Skilled Trades Council dues as may be adopted by the Unifor Canadian Skilled Trades Council upon receipt of written authorization from the Union. The Union agrees that it will indemnify and save the Company harmless from any and all liability, claim, responsibility, damage or suit, howsoever which may arise out of any action taken by the Company in accordance with terms herein. First deduction to be made from the employee's first pay received after completion of the probation period. Future deductions to be made in January of succeeding years, or upon completion of one (1) month's work in that calendar year.

- (b) The Company will provide the Union at six (6) month intervals a list of employees' names, seniority dates, phone numbers, and their home addresses.

5.4 T-4 Slip

The Company agrees to include on an employee's T-4 slip for income tax purposes, the total Union dues paid for the year excluding any initiation fees. The T-4 slip must be handed out personally to employees by management and every effort will be made to distribute by February 20th of each year.

5.5 Error in Deduction

The Company will reimburse an employee any dues that have been deducted in error as long as the claim has been submitted to the Company before the last day of the calendar month in which the deductions were made.

5.6 Breach of Provisions

Any dispute as to an alleged breach of the provisions of this Article or as to the interpretation of any of the terms or conditions thereof shall be dealt with under the grievance procedure beginning at Step 2.

5.7 Union Responsibility

The Union shall indemnify and save harmless the Company against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the Company for the purpose of complying with the provisions of Section 5.3.

It is understood that the Company will not be held responsible for the collection of any Union dues in arrears, when the employee was exempted from payment of dues as per Section 5.3 (a).

ARTICLE 6 - PLANT COMMITTEE

6.1 Committee Persons

The Company shall recognize three (3) Committee persons from the plant who are full-time regular employees of the Company. Such Committee persons, in addition to a Chairperson, shall constitute the Plant Grievance and Negotiating Committee. The Union shall notify the Company in writing from time to time of the names of the Committee persons, the effective dates of their appointment and the names of the former Committee persons whom they are replacing or discontinuing and of the name of the Chairperson of the Committee.

The Chairperson and Committee persons shall each represent the following "zones" in the plant:

1. 2 Representatives for the Production Zone (include Mold Machine & Works General).
2. 1 Representative for the Processing Zone
3. 1 Skilled Trades Representative
 - (a) The Plant Chairperson will be on the dayshift in the classification of Maintenance Helper (supplemental) for his/her term of office, except that if the Plant Chairperson is a skilled trade worker, he/she will be assigned to a day shift position in his/her regular skilled trade. He/she shall maintain his regular rate of pay or, if applicable, the rate of supplemental job, whichever is greater. During his/her term of office, his/her previous job will be bid on a temporary basis. In the event of a reduction of work force in a skilled trade, article 19.8 (a) will not apply.

- (b) Stewards will be elected or when necessary appointed by the Chairperson on a shift where there is no Committee person. Such stewards shall not serve on the Plant Committee except as alternates.

The Chairperson and the requested Committee person or steward of the shift involved may leave their work for the purpose of investigating or settling grievances, provided they have given notice to their respective supervisor, and have received permission from both their respective supervisors and the griever's supervisor, which permission shall not be unreasonably withheld.

- (c) Committee Representatives

- (i) Where a Committee Person is on the off shift, he/she shall be placed on a permanent day shift.
- (ii) The Chairperson and the requested Committee person or steward of the shift involved may leave their work for the purpose of investigating or settling grievances, provided they have given notice to their respective supervisor and where permission has not been granted due to operational concerns for the Company, the parties shall work together to schedule a more appropriate time but in no case, longer than 24 hours.

6.2 Union Elections

The Company agrees that local and plant Union elections can be held on Company premises, but not on Company time, voting to be performed only by regular full time employees of the plant bargaining unit who are Union members, subject to a meeting of the Election Committee Chairperson and the Operations Manager to mutually agree on polling stations and procedures to follow prior to the elections.

6.3 Time Off With Pay

Committee persons or stewards will be paid their regular straight time hourly rate of pay for time necessarily lost from work, during their regular shift for properly investigating and adjusting grievances and for time spent attending Step 1, 2 and 3 grievance meetings per Article 7, and for attendance at Agenda Meetings requested by the Company or the Union and set up by the Company.

6.4 Orientation

The Chairperson will be allowed up to 15 minutes paid time for orienting a new employee within the first week of his/her employment.

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

7.1 Grievance Procedure

Should differences arise between the Company and the Union, or its members employed by the Company, as to the meaning, application or alleged violation of this Agreement, there shall be no suspension of work on account of such differences, but an honest effort shall be made to settle such differences immediately. Any employee shall have the right at any time within three (3) scheduled working days after the incident out of which the grievance arises to present grievances to the company. Any grievance shall be handled in accordance with the following procedure:

Step 1

Any employee who has an alleged grievance shall first take the matter up with his/her Supervisor, and shall have a committee person or steward present, and the Company shall advise the employee as to this right. The nature of the grievance shall be explained orally to the Supervisor who shall thereupon attempt to make a mutually satisfactory solution of the difficulty.

Step 2

If the discussion with the Supervisor does not resolve the matter to the employee's satisfaction, a written grievance shall be presented within three (3) working days after the meeting between the employee and his Supervisor. The written grievance shall be presented to the Operations Manager or his/her designated representative, being specific as to the nature of the complaint, the article and section which has allegedly been violated, and the remedy sought. The Operations Manager or his/her designated representative shall give a written answer to the alleged grievance within three (3) working days of receipt of the grievance.

Step 3

If the reply of the Operations Manager or his/her designated representative is not satisfactory, the grievance shall proceed to Step 3 within three (3) working days after receipt of the Operations Manager's or his/her designated representative's answer. Step 3 shall consist of a meeting between designated management of the Company and the Plant

Grievance Committee at a time that is mutually agreed upon. The grievor may attend the 3rd Step meeting with mutual agreement between the Company and Committee.

The Union National Representative and the President of the local Union may be in attendance at this meeting.

Management's decision relating to the grievance shall be in writing, and, if not rendered during the meeting, shall be rendered to the Chairperson of the Committee within five (5) working days after the meeting. If the matter is not settled satisfactorily, it shall be referred to arbitration within ten (10) working days of the third step written answer.

Step 4

Failing satisfactory settlement, the matter may be referred to an arbitrator provided written notice of the party's intention to refer the dispute to an arbitrator is given to the other party within ten (10) working days after management's written answer. The parties agree to establish a rotating panel of three (3) sole arbitrators: (1) A. Peltz, (2) Michael Werier, (3) Gavin Wood. The arbitrator shall convene a meeting of the parties, take relevant evidence, and make every effort to complete the hearing of the case within thirty (30) calendar days of his/her appointment and to issue a written decision to the parties within fifteen (15) calendar days of the hearing.

Further, an electronic copy shall be provided to both parties.

Each party shall bear its own expense with respect to preparation and presentation of the matter to the arbitrator. The fees and expenses of the arbitrator shall be borne equally by each party. The arbitrator shall not make any decision inconsistent with the provisions of this Agreement, nor shall he/she alter, modify, or amend any part of this Agreement.

In the case of disciplinary grievances the arbitrator may either uphold the Company's final decision, fully exonerate the employee, reinstate the employee with pay for all time lost or reinstate him without pay, or modify such penalty as in his opinion is just and equitable.

7.2 Arbitrator

The decision of the arbitrator shall be final and binding upon the Company, the employee(s), and the Union.

7.3 Withdrawal of Grievances

- (a) The Union may withdraw, without precedent or prejudice to any case a grievance which has been referred to any step of the grievance procedure, and the Company may settle, without precedent or prejudice to any other case, a grievance which has been referred to any step of the grievance procedure.
- (b) Any time limits specified at any step of the grievance procedure must be strictly adhered to. Any failure on the part of the Union's representatives to appeal a grievance to the next step within the time limits specified shall be deemed an acceptance of the Company's last answer. Any failure on the part of the Company's representative to answer within the time limits specified shall be deemed an acceptance of the Union's grievance.

At any step of the grievance procedure, the time limit may be extended by written mutual agreement of the parties.

7.4 Policy Grievances

Policy grievances brought by the Company or the Union shall be commenced at Step 3 of the grievance procedure within ten (10) working days from the alleged violation or misinterpretation. The written grievance shall be specific as to the Article and Section which has allegedly been violated or misinterpreted and the remedy sought.

7.5 Seniority Right on Discharge

The following procedure shall apply when a seniority employee is to be discharged:

- (a) No employee after his/her probationary period shall be discharged without first being suspended. The Company will notify in writing the employee and the Union of their intention and reason for suspension within two (2) working days of the alleged violation becoming known to the Company.
- (b) During the period of initial suspension, the Union will be permitted up to two (2) working days to investigate the alleged violation from the time of notification.
- (c) Within one (1) working day of the completion of the Union's investigation, a hearing will be set up by the Company between the Company's representatives and the employee's Committee person or steward and the Plant Chairperson. The employee may be present at such hearing if deemed necessary by either party.

- (d) Within one (1) working day of the hearing, the Company will give the Union and the employee written notification of the action which will be taken against the employee.

7.6 Grievance upon Discharge

If the employee is discharged as set forth above and feels that he/she has been unjustly dealt with, he/she shall file a written grievance within five (5) working days of such action being taken and the grievance shall commence at step three (3) of the grievance procedure.

7.7 Representation

When an employee is required by the Company to be interviewed concerning discipline, (including verbal warnings) the employee shall have his/her Committeeperson or steward of the employee's choice on shift in attendance.

7.8 Warning Notices

A copy of all warning notices, which include any form of discipline, will be given to the employee and the Union within ten (10) working days following the day from which the Company is made aware of the incident otherwise, the warning notice will be considered withdrawn. The time limit may be extended by written mutual agreement of the parties. Such notice shall become part of the employee's personnel record. A warning, which includes any form of discipline, shall be removed from the employee's record upon the expiration of a period of eighteen (18) months from the date of that warning. However, the Parties agree that should a similar incident occur within the twelve (12) months of the last documented incident, the original documentation will continue on file until twelve (12) months from the last documented occurrence.

7.9 Violence in the Workplace

A warning, concerning violence in the workplace, threats, intimidation or harassment shall not be removed from the file.

7.10 Probationary Employee

A probationary employee who maintains he/she has been unjustly terminated shall not have the right to the grievance procedure but shall have the right to have his/her case reviewed within one (1) working day of the termination. The terminated probationary employee and his/her Departmental Supervisor shall be present at such meeting. A Human Resources Representative and a Union representative may also be in attendance at such meeting if required by the Departmental Supervisor.

ARTICLE 8 - LEAVE OF ABSENCE

8.1 Requests for Leave

A request for any leave of absence without pay shall be made in writing to the Operations Manager, stating the reason(s) for such leave and the requested duration. Such requests shall be made at least ten (10) working days prior to the start of the requested leave, except in the case of sickness or emergency in the employee's family. Requests for leaves of absence will be given every consideration by the Operations Manager. The employee and the Union will be notified of the Company's decision. Employees on leave of absence not exceeding thirty (30) calendar days shall be eligible for Company paid benefits except Weekly Disability Insurance and Long Term Disability.

8.2 Union Leave

- (a) Any employee selected by the Union as a delegate to a convention, conference, or other official Union business requesting a leave of absence shall be granted the necessary leave of absence, without pay, provided not more than two employees can be granted leave at any one time with advance notice. Pursuant to this Section, the Company will not unreasonably deny leave requests unless they become excessive.
- (b) Any employee with seniority selected for Union activities by the National Union, Federations of Labour, Canadian Labour Congress, Winnipeg Labour Council, and/or Local Union, shall be granted a Leave of absence without pay or benefits for a period of one (1) year with extension of seniority privileges only, provided however, that such employee shall renew his Leave of absence annually.
- (c) Any employee granted such leave of absence shall be entitled to reinstatement at the then current rate of pay to such work as he/she may be entitled on the basis of the seniority provision of this Agreement. Pension rights will continue to accumulate during the period of such leave of absence not to exceed twenty-four (24) months.
- (d) The number of employees granted such leave shall be limited to two (2) at any one (1) time.

8.3 Illness/Injury During Leave

Any employee returning from a leave of absence who has sustained an

illness or injury during his/her leave of absence may be referred to the Company doctor for examination prior to returning to work.

8.4 Return Rules

- (a) Any employee returning to work from a leave of absence will be returned to his/her former occupation and shift provided it is available and he/she is physically able to perform the work satisfactorily.
- (b) If an employee who has returned to work from a leave of absence is required by the Company to see a Company physician to prove he/she is physically able to perform his/her work, the Company shall bear the expense incurred in connection therewith, which will include payment for time lost for the balance of his/her shift at his/her regular straight time rate of pay for that day if the doctor's appointment cannot be scheduled outside the employee's regular working hours.

8.5 Seniority

All service and seniority rights are to accumulate while an employee is on leave of absence.

8.6 Union Business

Consistent with operating requirements, the Company may grant up to four (4) Union members to leave the plant upon occasion for the transaction of Union business as required by the National representative or Local Union President, who will, when possible, give three (3) working days advance notice.

8.7 Pay for Union Business

The Company agrees to pay Union members required to leave the plant for authorized Union business as covered in Section 8.6 their regular straight time hourly rate of pay subject to reimbursement by the Union.

8.8 Maternity/Paternity/Adoptive Leave

A leave of absence may be granted without pay for reasons of maternity, paternity or adoption of a child as per covered under the Manitoba Employment Standards Act.

ARTICLE 9 - NOTICE BOARD

9.1 Bulletin Board

The Company agrees to provide a notice board for the posting of legitimate Union business and activity notices. For posting of Union informational notices only, the Committee will have the use of two additional notice boards located at the time clock and the lunchroom. All such notices must be signed by the Committee Chairperson and submitted to the Operations Manager for approval before being posted; such approval shall not be unreasonably withheld.

9.2 Posting

Company notice boards are a way of communicating information to employees located throughout the plant. Posting or removal of notices of any kind shall be done only by employees authorized by the Operations Manager.

ARTICLE 10 - PROMOTIONS, TRANSFERS, LAYOFF AND RECALL

10.1 Notice of Layoff

The Company will give, whenever possible, at least thirty (30) calendar days but no less than ten (10) scheduled working days notice of a layoff expected to be more than five (5) working days duration unless an act of God, fire, flood, utility or absenteeism makes this notice impossible. For those employees recalled from layoff for less than ten (10) scheduled working days, a five (5) scheduled working day notice shall suffice.

The Company will give, where possible, a five (5) scheduled working day written notice of termination of employment. Employees will give the Company, where possible, five (5) scheduled working days written notice of resigning or termination.

10.2 Plant Shutdown

- (a) When it becomes necessary to shut the plant down and lay off employees, certain employees who normally perform the work required may be retained regardless of seniority for up to two (2) weeks duration, and will be laid off as the jobs they normally perform are no longer required. However, senior qualified employees in the department will be offered such work first.

Following the two (2) week period senior qualified employees in the plant will be offered any work available.

(b) "Start-up" operations:

Following a plant shutdown when production is scheduled to start, it is understood and agreed that during the period immediately preceding the start-up, senior employees in the department will be recalled for that period if they are qualified to perform the work required.

10.3 Reduction in Force

Should operating conditions or method of operations necessitate a reduction of force the following procedure shall be followed:

- (a) First: The Company will identify the numbers and/or positions which will be impacted and provide the union with appropriate notice as outlined above.
- (b) Second: Layoff probationary employees.
- (c) Third: Employees in such departments affected with the lowest seniority will be reduced from the department in the number required.
- (d) Fourth: Layoff employees in order of least seniority within the bargaining unit.
- (e) Fifth: Those removed from the various departments in accordance with subparagraph (c) above and who are not laid off shall in order of seniority select any "vacancy", which was created by the lay off of junior employees. They will be given up to five (5) working days of normal instruction and training to perform the work, if necessary.

10.4 Call-Back

Employees who have been laid off from the plant will be called back in order of seniority when openings occur following completion of the internal bidding process in the plant. If the opening is for a job that requires minimal instruction and training, such training will be provided for openings that are in excess of four (4) weeks. No new employees will be hired prior to laid off employees being recalled, with the exception that hiring of skilled trades employees will not be impaired if a non-skilled trades employee is on lay off.

10.5 Right to Decline Recall

The Company and the Union mutually agree that when employees are recalled in accordance with Section 10.4 and the work assignment is deemed to be for a period of twenty (20) working days or less, employees will have the right to decline recall without losing recall rights provided that more junior employees with the necessary skills and abilities are available to fill such open positions. If in the Company's view, the nature of the work assignment requires a special skill, which would seriously disrupt the operations, then such employees recalled to fill a position shall not have the right to decline such recall.

10.6 Temporary Vacancy

Any job which is temporarily vacant for sixty (60) days shall not be posted. Management may assign an employee to any job which is temporarily vacant for any reason. After offering the temporary vacancy to the senior qualified employees in the department on the shift, the junior qualified employee in the department on the shift will be assigned if senior qualified employees decline. If such transfer exceeds sixty (60) days it will be declared vacant and posted for bid per Section 10.8.

When operating requirements make it necessary for the job to be filled, temporary vacancies created due to illness, injury or leave of absence for a period exceeding sixty (60) days the vacancy that occurs will be on a temporary basis indicating on the job posting that the job is temporary. All other job vacancies filled by the bidding procedure and which were created by such absence shall be considered temporary jobs. When the employee whose absence created the vacancy returns to work he/she shall be restored to his/her former job and shift. Employees holding jobs on a temporary basis as a result of this absence shall be returned to their last permanent job and shift. In the event the employee who created the original vacancy does not return to work within one (1) year, all jobs filled on a temporary basis shall be reposted on a permanent basis. The one (1) year period may be extended by mutual agreement between the Company and the Union.

10.7 Bidding

- (a) In exercising rights under this Agreement to bid on posted vacancies or new jobs, provided the applicant's point total for the attendance management program is below 7 Points, employees shall be entitled to bid on all job vacancies.
- (b) "New jobs" mean only jobs that have never been in existence in the plant and have never been assigned a job title.

- (c) Employees who successfully bid on a temporary or permanent position shall be placed in the posted position no later than ten (10) days.
- (d) Employees with a permanent bid must have completed five (5) months in the job before being eligible for a temporary bid.

10.8 New Jobs

- (a) When new jobs are created or vacancies occur (other than temporary vacancies as described in Section 10.6) and when operating requirements make it necessary for the job(s) to be filled on a permanent or temporary basis, such jobs shall be posted on the plant notice boards, with a copy to the Union, for five (5) scheduled working days for application from members of the bargaining unit. The job posting shall list:
 - Job title
 - Time and date of posting
 - Shift
 - Permanent or Temporary
 - Rate of pay
 - Expected starting date of a permanent or an initial temporary job opening.

Employees submitting bids will complete and sign the “Job Posting Application” form, which is to be provided by the Company and deposit it in the “bid box”.

- (1) Permanent bids will be reviewed by the Company and awarded according to bargaining unit seniority, with the exception of the positions identified in Section 10.9.
 - (2) Temporary bids will be reviewed by the Company and first preference given, according to seniority, to applicants within the department in which the vacancy occurred. If there is no successful applicant from within the department in which the vacancy occurs, preference shall next be given to remaining applicants according to their seniority.
- (b) If there have been no applications for the new job or vacancy through the job posting procedure, employees within the bargaining unit with the least amount of seniority will be assigned to the new job or vacancy if they have not already been assigned to or awarded a permanent job.

- (c) For employees on a temporary transfer to a new department or for employees entering a new department due to a temporary bid, departmental preference shall only apply in the department to which they were last permanently assigned.
- (d) Departmental preference as defined in Section 10.8 shall apply in each of the following departments:
 - Production (includes Mold Machine, Works General)
 - Processing
 - Skilled Trades

10.9 Preference

If there are no eligible applicants (due to lack of prior experience) then preference shall be given to applicants per Section 10.8 (a). The successful applicant shall be awarded the job and trained initially on the 2nd Helper or 2nd Crane Operator job. During this training the senior 2nd Helper or 2nd Crane Operator may but the junior qualified 2nd Helper or 2nd Crane Operator must progress to the vacant 1st Helper or 1st Crane Operator job until the successful applicant has completed his progression under Exhibit "B".

10.10 Training

When selected in accordance with the appropriate provision of this Article, an employee will be given up to five (5) working days of normal instruction and training or per Progression Schedule Exhibit "B" to perform the work. If the job has previously been performed on a regular basis by the successful applicant within the last two (2) years, a training period may not be required, and the employee will be paid the maximum rate of the job. Additionally, should an employee be deemed qualified by the Company prior to the completion of the training period, he/she will be paid the maximum rate of the job. During a trial period an employee's previous job is held open. When an employee qualifies, his /her previous job will be considered vacant and posted for bid.

10.11 Number of Bids

An employee may only bid successfully on two (2) permanent jobs in a year. Employees may not bid into a temporary vacancy from a temporary job. An employee cannot successfully bid on any temporary vacancies more than two (2) times per calendar year.

10.12 Bid Acceptance

An employee who has been previously qualified on the permanently bid position, and is the successful applicant, will accept the job.

ARTICLE 11- SENIORITY

11.1 Probation Period

An employee will be considered on probation until he/she has completed one hundred and twenty (120) days of work for the Company. Employees assigned to a regular 12 hour a day work schedule, will be considered on probation until he/she has completed eighty (80) 12 hour days of work for the Company. Upon successful completion of this time period, he/she will become a regular employee and his/her seniority shall be from the date of hire. During this probationary period an employee may be terminated by the Company. An employee will qualify for benefits as detailed in *Article 24.1 Benefits*, once he/she has completed ninety (90) eight hour days, or sixty (60) twelve hour days of work for the Company.

11.2 Definitions

- a) Plant wide seniority shall be defined as the employee's length of service since the date of hire, and shall be as established by the plant wide seniority list as agreed to by the parties as of the effective date of this Agreement.
- b) After the effective date of this Agreement seniority shall mean the length of continuous service of an employee in the Bargaining Unit from his/her date of hire following which no break in seniority has occurred under the provision of Section 11.3 (Exception Section 11.5).

11.3 Termination of Seniority Rights

Seniority rights shall cease and employment deemed terminated for any of the following reasons:

- (a) If the employee quits.
- (b) If the employee is discharged and such discharge is not reversed through the grievance procedure.
- (c) If the employee is absent from work for any cause for a period in excess of three (3) working days without notifying the Company and providing a valid reason.

- (d) If an employee with one (1) year of seniority or more is on layoff for a period in excess of thirty-six (36) months. If an employee with less than one (1) year of seniority is on layoff in excess of twelve (12) months. The above applies for recall from layoff only and shall not apply for any other purpose under this Agreement. Pension accrual credits will cease at one (1) year and six (6) months respectively.
- (e) If the employee engages in any gainful employment on leave of absence without the express permission from the Company.
- (f) If an employee fails to report to work when recalled from layoff on his/her scheduled start date or within five (5) days of receiving notification either by telephone or registered mail to the last address made known to the Company, whichever occurs later. The preceding five (5) day period can be extended by mutual agreement between the Company and the Union. It shall be the duty of the employee to notify the Company promptly, in writing, of any change of address. If the employee should fail to do this, the Company will not be responsible for failure of a notice to reach such employee and the employee will be considered having been notified. A copy of the registered letter will be furnished to the Chairperson of the Plant Committee. The Company will advise the Chairperson of the Plant Committee of the name of employees who lose seniority rights.

11.4 Seniority List

All employees' names shall appear on a seniority list and be revised every six (6) months and posted on the plant notice board. A copy of such list will be given to the Chairperson of the Plant Committee. The seniority list will include the employee's department and date of hire.

11.5 Transfers Outside Bargaining Unit

- (a) Any employee who has transferred to employment outside of the bargaining unit prior to March 31, 1990, shall have credited to him/her upon return to the bargaining unit only the seniority which he/she held prior to his/her transfer. Such employee may be returned to work available within the plant. If no work is available, then said employee, upon returning to the bargaining unit will replace any probationary employee or go on lay off and be subject to recall by seniority in accordance with Section 10.4.
- (b) An employee who has transferred to employment outside of the bargaining unit after April 1, 1990, shall have credited to him/her upon return to the bargaining unit within one year of transferring

out, only the seniority which he/she held prior to his/her transfer. Such employee will have no seniority rights if out of the bargaining unit for more than one year. Such employee may be returned to work available within the plant provided no employees in the bargaining unit are on layoff. If no work is available, then said employee, upon returning to the bargaining unit will replace any probationary employee or go on layoff and be subject to recall by seniority in accordance with Section 10.4 .

11.6 Accommodation

An employee who has incurred a non-compensable or compensable permanent or partial disability and is no longer able to perform the work in his/her job title, but is capable of performing other duties may by mutual agreement between the Company and the Union, be assigned to or retained at a position which he/she is capable of performing at the prevailing rates of pay of that position, in accordance with the following procedures:

- (a) The Company will attempt to modify the employee's job.
- (b) In the event that the Company finds that it is physically or technically impossible or financially cost prohibitive, or not in the best interest of the employee to modify the employee's job, the Company may offer the employee a suitable alternate job or modified alternate job within the bargaining unit.
- (c) No employee can be assigned or retained in a job without the authorization of the Company doctor in consultation with the employee's physician.

11.7 Super Seniority

The Chairperson of the Plant Committee shall head the plant seniority list in the plant during his/her term of office for layoff purposes only.

The Plant Committee persons (3) shall head the plant seniority list in order of their seniority during their term of office for lay off purposes only.

If layoffs occur the Plant Chairperson and Plant Committee persons (3) will be the last to be laid off provided they can perform the available work. Five (5) days of minimal instruction will be provided.

ARTICLE 12 - VACATIONS WITH PAY

12.1 One Year Service

Employees having one (1) year of continuous service with the Company as of April 30th of the vacation year shall be entitled to an annual vacation of two (2) weeks. Employees having five (5) years of continuous service with the Company as of April 30th of the vacation year shall be entitled to an annual vacation of three (3) weeks. Employees having ten (10) years of continuous service with the Company as of April 30th of the vacation year shall be entitled to an annual vacation of four (4) weeks. Employees having twenty two (22) years of continuous service with the Company as of April 30th of the vacation year shall be entitled to an annual vacation of five (5) weeks.

12.2 Qualification

To qualify for vacation with pay, an employee must work eighty per cent (80%) of his /her scheduled workdays, and must work a minimum of 1150 hours during the vacation year, with the exception that if time is lost because of bona fide illness or injury, the employee will be credited up to a maximum of sixty (60) days toward vacation eligibility. Paid holidays and paid vacation hours apply toward the 1150 hour requirement. Time off due to an injury or illness suffered by the employee will apply toward the 1150 hour requirement if the employee has worked during the vacation year as set out above.

12.3 Less than One Year

If an employee has not completed one (1) year of continuous service with the Company, he/she shall receive an annual vacation of as many days as he/she has months of service with the Company, not to exceed ten (10) days. He/she shall receive for this vacation period four per cent (4%) of gross earnings to and including the last pay period prior to May 1st of the current year; however, this amount shall not exceed eighty (80) hours at his regular rate of pay.

12.4 Calculation

Vacation pay will be calculated as follows:

Years Continuous Service	of Length of Vacation	Amount of Vacation Pay
1	2 weeks	80 hours
5	3 weeks	120 hours
10	4 weeks	160 hours
22	5 weeks	200 hours

Employees will receive their vacation pay at the time vacation is taken.

12.5 Plant Shutdown

The Company will designate up to two (2) weeks plant shutdown for the purpose of vacation between July 1st and August 31st of each year for all employees eligible for vacations (except Skilled Trades employees). Management will post notice of summer vacation shutdown at least forty-five (45) days prior to the vacation shutdown but no later than April 1st. The Company will schedule the vacation shutdown so that each eligible employee may have two (2) consecutive weeks of vacation (less if he/she is entitled to less than two (2) weeks) between July 1st and August 31st.

These employees who are eligible for additional vacation entitlement shall be allowed the additional vacation time in accordance with seniority at such times as mutually agreed between the employee and the Departmental Manager. Employee's vacation requests (other than the summer vacation shutdown), will be collected by the Departmental Manager or designate, between April 1st and April 30th. The Departmental Manager or designate will subsequently schedule vacation by seniority. If at the time of the Department Manager's approach, the employee's request dates are not available, the employee has 24 hours to provide their new vacation dates. Vacation requests submitted after April 30th will be on a first requested basis. Seniority shall prevail on requests submitted the same day. Requests and responses shall be in writing on the prescribed forms. Requests will be granted provided they are submitted at least one (1) week in advance. Requests received with less notice may be granted, provided operational requirements permit.

12.6 Skilled Trades

All Skilled Trades employees who are required to work during vacation shutdowns shall receive their vacation entitlement in accordance with seniority at periods as mutually agreed to between the employee and the Departmental Superintendent.

The Departmental Manager or designate will approach Skilled Trades

employees for their requests and schedule vacation by seniority. Between April 1st and April 15th, first choice preference will be determined. Between April 15th and April 22nd, second choice preference will be determined. Between April 22nd and April 30th third choice preference will be determined. If at the time of the Department Manager's or designate's approach, the employee's request dates are not available, the employee has twenty-four (24) hours to provide their new vacation dates.

Vacation requests submitted after April 30th will be on a first request basis. Seniority shall prevail in requests received on the same day. Requests and responses shall be in writing on the prescribed forms. Requests will be granted provided they are submitted at least one week in advance and do not exceed the agreed upon numbers. Requests received with less notice may be granted, provided operational requirements permit.

12.7 Work During Shutdown

Available work in the plant (other than skilled trades) during the vacation shutdown will be assigned to employees with less than four (4) weeks vacation entitlement by seniority and ability for the time that they would be on lay off either before or after they have taken their eligible vacation weeks during the designated summer shutdown period.

If work is scheduled during the vacation shutdown and there is no one with the ability to do the work as covered above, employees with four (4) or more weeks vacation entitlement will be offered the work by seniority and ability. If they refuse, junior employees with the ability to perform the work will be scheduled to work. Any employee so scheduled shall receive his vacation entitlement in accordance with seniority at periods as mutually agreed to between the employee and his Departmental Supervisor.

12.8 Less than 1150 Hours

If the plant is scheduled to work less than a minimum of 1150 hours during the vacation year, employees who do not qualify under Section 12.2 shall receive vacation pay as follows:

Four per cent (4%) of the employee's gross earnings during the fifty two (52) weeks immediately preceding April 30th of the vacation year for those qualifying for a vacation of two (2) weeks. Six per cent (6%) of the employee's gross earnings during the fifty-two(52) weeks immediately preceding April 30th of the vacation year for those qualifying for a vacation of three (3) weeks. Eight per cent (8%) of the employee's gross earnings during the fifty-two (52) weeks immediately preceding April 30th of the vacation year for those qualifying for a vacation of four (4) weeks. Ten per cent (10%) of the employee's gross earnings during the fifty two (52)

weeks immediately preceding April 30th of the vacation year for those qualifying for a vacation of five (5) weeks.

12.9 Additional Shutdown

If the Company should designate additional shutdown weeks either prior to or after a designated four (4) week vacation shutdown, Article 10 shall apply.

12.10 Illness during Vacation

If an employee becomes hospitalized (inpatient) or is injured, treated by the hospital and released and whose subsequent disability is covered by short term disability benefits, while on vacation, the employee will have the option to elect to cancel the remainder of his or her vacation and apply for short-term disability benefits. The employee must notify the Company of this election within five (5) days of being hospitalized or so injured.

ARTICLE 13 - HOLIDAYS

13.1 Holidays

Eligible employees will be entitled to holiday pay for the following holidays, even though no work is performed:

	2016	2017	2018	2019	2020
New Year's Day		Mon Jan 2	Mon Jan 1	Tue Jan 1	Wed Jan 1
Louis Riel Day		Mon Feb 20	Mon Feb 19	Mon Feb 18	Mon Feb 17
Good Friday	Fri Mar 25	Fri Apr 14	Fri Mar 30	Fri Apr 19	
Victoria Day	Mon May 23	Mon May 22	Mon May 21	Mon May 20	
Canada Day	Fri Jul 1	Mon Jul 3	Mon Jul 2	Mon Jul 1	
Civic Holiday	Mon Aug 1	Mon Aug 7	Mon Aug 6	Mon Aug 5	
Labour Day	Mon Sep 5	Mon Sep 4	Mon Sep 3	Mon Sep 2	
Thanksgiving Day	Mon Oct 10	Mon Oct 9	Mon Oct 8	Mon Oct 14	
Remembrance Day	Fri Nov 11	Fri Nov 10	Mon Nov 12	Mon Nov 11	
Christmas Eve Day	Fri Dec 23	Fri Dec 22	Mon Dec 24	Tue Dec 24	
Christmas Day	Mon Dec 26	Mon Dec 25	Tue Dec 25	Wed Dec 25	
Boxing Day	Tue Dec 27	Tue Dec 26	Wed Dec 26	Thu Dec 26	

13.2 Payment

Subject to the eligibility rules, the amount of holiday pay an employee shall receive shall be equal to what he normally would have earned on that day, but not to exceed eight (8) hours at his/her straight time hourly rate (shift

premiums and overtime premiums excluded).

13.3 Eligibility

Eligibility requirements for holidays not worked are:

- (a) Probationary employees must have established eligibility under current legislation.
- (b) An employee scheduled to work must work the scheduled work day immediately preceding and immediately following the holiday unless excused for a valid reason.

13.4 Work on Holiday

- (a) If an employee agrees to work on any of the designated holidays and fails to report for work, he/she shall forfeit his holiday pay unless excused for a valid reason.
- (b) Employees will not be required to work during holiday weekends that occur from May to and including September, with the exception of start-up and shut-down hours. It is understood that employees may volunteer to work.
- (c) Employees will not be required to work on Remembrance Day with the exception of start-up and shut-down.

13.5 Vacation

An eligible employee who would otherwise be entitled to pay for an un-worked holiday and who shall be scheduled to take a vacation during a period when such holiday occurs shall have his/her vacation lengthened by one day, immediately prior to or after such vacation as follows:

- (a) At times other than the vacation shutdown period at the employee's option with four (4) days prior notice.
- (b) In cases of vacation shutdown periods the working day preceding the vacation shutdown period or the next working day following the vacation shutdown period shall be designated as the day off in lieu of the holiday, by mutual agreement between the Company and the Union.

13.6 Rate of Pay

An employee who has agreed to work on any of the designated holidays shall be paid double time (2) for time worked, in addition to his/her holiday pay.

ARTICLE 14 - WAGES

14.1 Hourly Rate

The hourly rates for all classifications of work shall be, during the term of this Agreement, as set forth in Exhibit "A", "B" and "C" attached hereto.

14.2 Company Rights

- (a) It is understood and agreed that the Company may add, alter, consolidate or abolish existing classifications of work in Exhibit "A" and "B" as operating circumstances may require. The Chairperson of the Plant Committee will be so advised in writing, and should there be a challenge, it shall be subject to the grievance procedure starting at Step 2.
- (b) An incumbent employee on a job that has been downgraded by the Company in accordance with Section 14.2 (a) of this Article shall maintain the rate of pay in effect at the time of the downgrade. This rate shall be adjusted in accordance with any negotiated general increase. This rate protection shall only be in effect until the incumbent employee leaves the job for any reason.

14.3 Rate During Trial Period

An employee being promoted to a posted position shall retain his/her existing rate for the trial period or be paid the minimum for the job, whichever is greater. Upon successful completion of the trial period, the employee shall maintain the greater rate and follow the listed progressions of the job, if any, to the maximum rate for the job.

An employee bidding laterally to a new job in the same grade will retain his/her old rate until he has served the number of hours required under Progression Schedule, Exhibit "C", to progress to a higher rate, if any, in the new job.

An employee bidding downwards shall receive the rate of the job for which he/she has applied or the rate indicated under Progression Schedule, Exhibit "C", and progress through the necessary steps.

In all cases, progression times, if any, shall be credited to allow for

previous hours worked on the job applied for.

All rate changes under this procedure shall take effect the beginning of the shift following eligibility.

14.4 Reporting Pay

In the event that an employee reports for work on his/her regular shift, without being previously notified not to report, he/she will be given at least four (4) hours work at his regular rate of pay or if no work is available, he/she will be paid the equivalent of four (4) hours at his/her regular rate of pay in lieu of work, and be sent home.

This clause shall not apply when a plant shutdown is caused by exceptional circumstances such as an act of God, fire, flood, utility failure or absenteeism which would make operation of the plant impossible. The Company will take all reasonable steps to notify the employees of the plant shutdown.

14.5 Temporary Transfer

When it becomes necessary to temporarily transfer an employee to a classification other than his/her regular classification, he/she shall be paid his/her regular rate of pay, or the rate of the job to which transferred, whichever is greater. It is understood however, that lower rated work accepted during layoff periods or shutdown days shall not be covered under the above.

14.6 Direct Deposit

The company agrees to implement direct pay deposit, on the understanding that it will be applicable to all employees. Prior to implementation and upon hire, employees will provide the company with the required banking information. Should an employee indicate they do not have an account; the company will meet with the employee and establish a banking location. Deposits will be made on Thursday of each week with Friday being the exception in the case of a week that has a statutory holiday on a Monday.

ARTICLE 15 - HOURS OF WORK AND OVERTIME

15.1 Hours of Work

This section defines the normal hours of work and shall not be construed as a guarantee of work per day or per week.

- (a) The normal work day shall be eight (8) hours of work per day. The hours shall be consecutive with breaks and rest periods continuing to be provided as per Sections 15.10 and 15.11
- (b) The normal work pattern shall be five (5) consecutive work days, Monday through Friday, except for skilled trades, and six (6) day production.
- (c) All employees shall be on locked shifts.
- (d) Employees are not allowed to leave their work stations until they are properly relieved. Proper relieved means the relief must be at the workstation ready to work:
- (e) The hours of work presently in effect are as follows:

Regular Hours of Work* (Processing)	Regular Hours of Work* (Production EE's and All Skilled Trades.)
7:00 a.m. - 3:00 p.m.	7:30 a.m. - 3.30 p.m.
3:00 p.m. – 11:00 p.m.	3:30 p.m. -11.30 p.m.
11:00 p.m. - 7:00 a.m.	11:30 p.m. - 7:30 a.m.

**Exception: Except for employees necessary to start up and close down shifts or loading and shipping to meet customer requirements.*

Start up will normally be on overtime at the rate of two (2) times the regular rate of pay from 7:30 p.m. to 11:30 p.m. and will be assigned to midnight shift employees unless other qualified employees volunteer to work this overtime.

Close down will normally be on overtime at the rate of one and one half (1 1/2) times the regular rate of pay from 11:00 p.m./11:30 p.m. Friday to completion of production and will be assigned to afternoon shift employees, unless other qualified employees volunteer to work this overtime.

The Company may make changes in the starting and stopping times of the shifts and shift schedules as noted above with five (5) days notice.

15.2 Work Pattern

A work pattern of less than five (5) work days shall not be considered as deviating from the normal work pattern provided the work days are consecutive.

When and if business conditions require the Company to reduce

production, a reduced work week to four (4) days may be implemented.

For payroll calculations, the work week shall commence at 12:01 a.m. Sunday.

15.3 Overtime

Overtime at the rate of one and one half (1 1/2) times the regular rate of pay shall be paid for:

- (a) Hours worked in excess of eight (8) hours in a work day.
- (b) Straight time hours worked in excess of forty (40) hours in a week.

Overtime at the rate of double (2) times the regular rate of pay shall be paid for:

- (a) Hours worked on Sunday providing they have worked forty (40) hours in the week.

15.4 Reporting

When an employee is absent from work and does not report to the Supervisor that he/she will be back on the job the next day, he/she will be subject to available work or sent home without additional pay for that day should he/she report to work. Should he/she report to work, however, he/she shall be allowed to work his/her regular job if the employee committed to filling the vacancy on overtime elects not to work the overtime.

15.5 Voluntary Overtime

The Company and the Union agree that overtime will normally be worked on a voluntary basis, and employees may decline an overtime offer subject to the necessity to man the plant as required by the Company to meet production requirements and providing other employees with the ability to do the work are available.

Junior qualified employees will be required to work such overtime if a senior employee declines.

(a) DAILY OVERTIME

- 1. (a) When daily overtime work is offered in any department, the overtime will be divided among employee(s) who hold the job title on the preceding

and succeeding shift, each being offered the overtime hours adjacent to their respective shifts.

- (b) If the vacancy is less than eight (8) hours the overtime will be offered to the employee(s) in the job title on the succeeding shift unless the employee(s) in the job title on the preceding shift have not left the plant.
- 2.
 - (a) Should any or all of the overtime remain unfilled, the overtime will be divided among qualified employees in the department on the preceding and succeeding shifts, each being offered the overtime hours adjacent to their respective shift, the senior employee(s) will be offered the overtime first. The senior qualified employee in the department may but the junior qualified employee in the department must work the overtime. When more than one employee in the department is qualified to work on a job, no employee will be forced to work overtime more than three (3) days in one (1) week, provided another qualified employee is available to work the overtime.
 - (b) Provided there is another qualified employee available to work the overtime, no employee will be forced to work overtime more than once in a twenty four (24) hour period.
- 3.
 - (a) If an employee does not report within one-half (1/2) hour prior to his shift that he/she is not coming to work or will be late, the employee in the job title presently at work will remain on the job until properly relieved.
 - (b) If more than one employee on the shift holds the same job title, and an employee who normally relieves one of these employees does not report within one half (1/2) hour prior to his/her shift that he/she is not coming in to work or will be late, the employee whom he/she normally relieves presently at work will remain on the job until properly relieved.
- 4. When, in order to complete a maintenance work assignment, it becomes necessary to hold over skilled trades employees on overtime, preference shall be given to the employees working on the assignment. This section is not intended to circumvent the normal overtime procedure.

5. (a) No employee will be forced to work beyond twelve (12) consecutive hours except for reasons beyond the control of the Company.
- (b) When overtime is required on a daily basis the Company will whenever possible give the employee(s) twenty-four (24) hours prior notice. It is agreed that this will not be possible in cases where employees fail to report or call in.
- (c) Saturday and/or Sunday Overtime – Less Than Full Production

The Company will post by 3:00 p.m. on Tuesday, a work schedule for Saturday and/or Sunday work, if possible. Employees wishing to work will sign the posting by 9:00 a.m. on Wednesday. If more employees than required sign the posting, work will be assigned to the most senior qualified employee. The weekend list of those required to work will be posted by 3:00 p.m. on Wednesday.

If the Company cannot fill its Saturday and/or Sunday work requirements from the posting as set out above then the most junior qualified employees in the department where the overtime is required, that is not scheduled for Production Work, will be assigned.

If an employee signs for overtime in more than one department, he/she may be first required to work available job title overtime in his/her own department.

Employees working the afternoon shift on Friday will not normally be required for Saturday day shift.

Employees scheduled to work the start-up shift on Sunday night will not normally be required to work Sunday day shift.

- (d) Saturday and or Sunday Overtime – Full Production

When the Company schedules full production – all employees scheduled will be required to work. Notice of required production will be posted by 3:00 p.m. on Wednesday.

Full production will continue to be interpreted as full operations including furnaces running and/or

scheduling of the full department ie., processing department. When full production is not required, the Company will post to fill the positions required.

- (e) If the overtime work cannot be performed by employees of the department, the Company will go outside the department to obtain the necessary employees to efficiently complete the work. The nature of the work, however, and the classification necessary to efficiently complete the work, must be a determining factor.

Employees who are scheduled and do not work shall fall under the provision of the current attendance program.

15.6 No Pyramiding

There shall be no pyramiding of premium rates. Hours compensated for at overtime rates under one provision shall not be counted as hours worked in determining overtime under any other provision.

15.7 Eligibility for Overtime

Employees absent the day prior to the scheduled overtime due to sickness or accident, shall not be considered eligible for overtime work for that occasion unless the employee was given prior notice of the scheduled overtime, and provided the employee has confirmed his/her return to work prior to the end of his shift on the day preceding the day of the scheduled overtime.

15.8 Recall Pay

Should an employee be recalled to work after having left the plant for the day or called in to work hours not adjacent to his/her regular hours of work, he/she shall be compensated for four (4) hours at his/her regular straight time rate, or for the hours actually worked at the applicable overtime rate, whichever is greater.

An employee called in immediately prior to the start of his/her regular shift will receive the applicable overtime premium for each hour worked in excess of eight (8) consecutive hours. The applicable overtime rate will be at the rate of the job for which the employee was called in to perform. However, an employee forced to work beyond his/her normal working hours per Section 15.5 (a) (3) will be paid at the applicable overtime rate regardless of consecutive hours worked.

15.9 Meal Provision

- (a) When an employee is required to work in excess of two (2) hours past his/her scheduled quitting time without 24 hours notice the Company will supply the employee with a frozen meal and beverage (juice, pop, water), at a reasonable time after his/her scheduled quitting time.
- (b) When an employee is called in for work with less than four (4) hours prior notice and he continues working through his/her scheduled working hours, the Company will supply the employee with a frozen meal and beverage (juice, pop, water) as soon as is reasonably possible to do so.
- (c) For those meals outlined in (a) and (b) above, the Company will provide adequate time for the employee to eat the meal.

15.10 Rest Break

The Company will schedule a fifteen (15) minute rest break in both the first and second half of the shift. A twenty five (25) minute lunch break will be provided near the midpoint of the shift. Production requirements in certain areas or jobs may result in the lunch breaks being staggered. It is agreed and understood there may be instances and/or circumstances, which may preclude adherence to the maintenance of breaks.

15.11 Overtime Rest Break

Employees required to work more than two (2) hours over-time, either before or following their regular scheduled shift, will be allowed a paid fifteen (15) minute break as operating requirements permit.

15.12 Shift Change without Notice

In the event the Company requires an employee to change shifts without providing five (5) working days notice, said employee will receive time and one half (1.5) for work performed on the initial changed shift. If the shift change is at the request of the employee, the above shall not apply.

15.13 Exchange of Shifts

Exchange of shifts between two (2) employees in the same job title including accommodating an employee who has enrolled, and been accepted in an educational institution whose instructional hours conflict with his/her working hours, will be permitted to change, subject to the following provisions:

- (a) The employees involved must obtain permission of both Supervisors involved and the Departmental Manager. Such permission will not be unreasonably withheld.
- (b) No unauthorized exchange of shifts will be allowed.
- (c) In the event the Company schedules the wrong employee to work overtime due to employees exchanging shifts, and the error is not brought to the Company's attention at the time, the Company shall not be liable for the error.

15.14 Midnight Shift

When an employee on a midnight start up shift calls off on Sunday, the vacancy created will be filled by first offering the shift to the senior qualified employee on the off shifts. The employee accepting the shift will be paid one and one half times (1.5) the rate of pay for the hours worked in the vacant position.

ARTICLE 16 - GENERAL WORKING CONDITIONS

16.1 Productivity

It is the intent of the parties, during the term of this Agreement to secure and sustain maximum productivity.

16.2 Bargaining Unit Work

Employees excluded from the bargaining unit shall not perform work of the type normally performed by employees in the bargaining unit. This section shall not be construed to prevent excluded employees from performing:

- (a) Such work as is necessary to instruct or train employees.
- (b) Experimental, development, or research work.
- (c) Work, as necessary, during emergency breakdowns. Emergencies are defined as conditions which could not be reasonably expected and prepared for by Management which involves a situation which threatens to impair operations, and
- (d) Work as necessary during temporary shortages of help provided supervisor or others do not displace an employee(s) covered by this agreement.

ARTICLE 17 - JURY DUTY AND CROWN WITNESS SERVICE

17.1 Leave

An employee called for jury duty or as a crown witness (Saturday and Sunday excluded) shall be excused from work on the days on which he serves, and he shall receive for each such day of jury duty or crown witness service on which he otherwise would have worked, the difference between eight (8) hours at his/her straight time hourly rate (as computed for holiday allowance) and the amount he received for jury service. The employee must present proof of service and the amount of pay received therefore. This benefit applies to Employees who have completed their probationary period.

17.2 Shift Change Accommodation

The Company will make every effort to accommodate a shift change for an employee called for jury duty or as a crown witness. If for some reason the employee cannot be provided with the day shift, the employee working the shift which immediately precedes the day on which the duty or crown witness service is required will be permitted to leave four (4) hours early.

ARTICLE 18 - BEREAVEMENT PAY

18.1 Leave

- (a) In the event of death in the immediate family (an employee's spouse, child, mother, father, sister, brother, step-parent, step children, mother-in-law, father-in-law, or legal guardian), such employee may request a leave of four (4) scheduled workdays, excluding Saturday and Sunday, provided that the employee utilizes these days within the week of the death or the week following the death.
- (b) In the event of death of a sister-in-law, brother-in-law, grandmother, grandfather or grandchild of an employee, or grandmother, grandfather and grandchild of an employee's spouse, such employee may request a paid leave of one (1) scheduled work day, provided that the employee utilizes this day within the week of the death or the week following the death.
- (c) Days of leave granted for the above shall be without loss of pay. Payment will be based on eight (8) hours per day at the employee's regular rate of pay (excluding shift premiums).

- (d) Should an employee be advised of a death in his/her immediate family after having started his/her shift, he/she will be paid for the remaining portion of his/her regular shift.
- (e) The intent of Bereavement Pay is to minimize the loss of regular wages at the time of bereavement. Therefore holidays, vacations, leaves of absence, illness and regular days off shall not be paid as bereavement pay.

To be eligible for pay under this provision, an employee must have completed his/her probationary period.

ARTICLE 19 - SKILLED TRADES

19.1 Definition

- (a) For purpose of this Agreement the skilled trades classification shall consist of the following trades:

Journeyman Electrician
Journeyman Industrial Mechanic
Journeyman Machinist
Journeyman Welder
Journeyman Heavy Duty Equipment Mechanic

Employees entering the skilled trades classification will supply their own tools not normally supplied by the Company. Each skilled tradesman shall prepare yearly during working hours, and provide the Company an inventory in writing of his/her personal tools including proper serial numbers, and shall keep the inventory up to date during the year with new purchases. The Company shall not be required to replace any personal tools not appearing on the employee's inventory.

- (b) The Company agrees that it will continue to replace missing, damaged, or stolen tools and toolboxes consistent with past practice.

19.2 Seniority

Seniority in the skilled trades classification shall be within the individual skilled trades. In the event that the company has a reduction of any skilled trades, a tradesperson who holds more than 1 journey person card, will be able to exercise their seniority within any of the skilled trades they hold a journey person card for.

19.3 Journeyman Seniority

After signing of this Agreement, seniority of journeyman in the skilled trades classification within the Company shall begin as of date of entry into such trade.

19.4 Plant Seniority

Operations employees will not carry seniority into the skilled trades classification and the skilled trades classification will not carry seniority into the operations departments.

19.5 Definition

The term "Journeyman" as used in this Agreement shall mean:

- (a) Any employee who presently holds a journeyman certification in the plant in the skilled trades classification. After signing of this Agreement, employees hired as Journeyman Electricians must be a holder of a valid subsisting license for the Province of Manitoba. In the event a renewal of license fee is required for a trade recognized in the Collective Agreement, the Company shall reimburse the trades person upon proof of payment.
- (b) Any employee who has served a bona fide apprenticeship complying with provincial guidelines and holds a certificate which substantiates his claim of such service.
- (c) Any employee who has eight (8) years of practical experience in a skilled trade and can prove same with proper affidavits. A duly authorized Unifor Journeyman's card will be acceptable as qualification.

19.6 Classifications

Any further employment in the skilled trades classification in this plant after 1990 shall be limited to journeyman and apprentices. The Company will provide the Union a copy of the Journeyman's certificate as well as the applicable license for new hires in the skilled trades' classification.

19.7 Temporary Vacancies

Whenever the skilled trades classification are required to increase the work force and journeymen are not available, non-journeyman employees may be hired or reclassified on a temporary basis to supplement the work force in the skilled trades classification and shall be

known as supplemental employees. Such supplemental employees shall not accumulate seniority in the skilled trades classification but will accumulate plant seniority. Employees temporarily transferred to the skilled trades classification as supplemental employees shall receive the rate of the supplemental job to which assigned. Supplemental jobs in the skilled trades classification shall be posted for bid to allow employees of the bargaining unit to apply before a new employee is hired for supplemental positions. Applicants for supplemental work in the skilled trades classification shall be selected in line with their plant wide seniority providing they have the ability to properly perform the work. To be selected an applicant's record of prior work experience as previously made known to the Company shall indicate that he possesses the necessary ability to perform the supplemental work.

19.8 Lay-off

In the case of layoff in a skilled trade the following procedure shall be used:

- (a) Supplemental employees if any will first be laid off or returned to the operations departments in line with their plant seniority;
- (b) Probationary journeyman will then be laid off;
- (c) Thereafter, journeymen will be laid off in order of seniority, or if they originally came from operations departments they may elect to return to the operations departments and will be assigned jobs in accordance with their plant wide seniority if they have the ability to perform the job to which assigned. Journeymen laid off from the skilled trades classification who are working in the plant will return to such department in reverse order of layoffs, when openings occur. Journeymen who return to operations departments and then return to their skilled trade will return back to the trade at a new entry date. Journeymen may elect to take the trade layoff.
- (d) Recalls shall be made in reverse order of layoffs.

19.9 Tool Allowance

The Company will allow employees who have passed their probationary period to charge tools to the Company that are necessary to perform their duties, which will be paid back on a payroll deduction basis, in accordance with the following:

- (a) The Company will purchase the tools requested by issue of a purchase order.

- (b) The total amount of tools purchased in each contract year cannot exceed \$1,000.00
- (c) Each tool purchase must be paid off before other tools can be purchased.
- (d) The payroll deduction shall be ten percent (10%) of the tool purchase per week but not less than twenty dollars (\$20.00) per week until paid in full, and may be more if the employee directs the Company in writing.
- (e) In the event of the termination of the employment of the employee, the total amount owing at that time may be deducted from any monies owing to the employee.

19.10 New Classifications

In the event the Company establishes a new classification or trade and it is mutually agreed between the Company and the Union that such classification or trade is a bona fide apprentice-able trade, the classification shall be included in Exhibit "A" of the Agreement.

19.11 Apprenticeship Program

The Apprenticeship Program as mutually agreed to on March 28, 1989, is incorporated into this Agreement and its provisions shall apply as if set forth in full herein.

19.12 Application of Agreement

All provisions of this Agreement which are not inconsistent with this Article 19 shall apply to employees in the Skilled Trades Classification.

19.13 Educational Assistance

Skilled trades employees are eligible for an "Educational Assistance" program for advance training in their respective journeyman categories as follows:

- a) A minimum of six (6) months service with the Company is required must be recommended by the employee's Departmental Supervisor and have the approval of the General Manager.
- b) To become eligible for assistance under this program an employee shall present a "Request for Educational Assistance" to his Departmental Supervisor, which states the proposed course or courses, the educational institution, and the cost.

- c) This request may be authorized by the employee's Departmental Supervisor, approved by the General Manager and the program administrator prior to the start of the course.
- d) All courses must be job related and must be started and completed while the employee is in the Company's service.
- e) No course shall interfere with satisfactory job attendance and work performance.
- f) Reimbursement for expenses under this program to any employee for each course shall be 100% of the cost of tuition, registration, books, supplies and other fees required by the educational institution.
- g) Financial assistance in accordance with item 6 will be paid to an eligible employee upon presentation of the following:
 - (1) Certificate from the educational institution showing satisfactory completion of the courses.
 - (2) Griffin's Course Completion Report.
 - (3) Receipts for all tuition, registration, books, supplies, and other applicable fees.
- h) An employee eligible to receive other financial aids will exhaust those aids before receiving benefits of this program.
- i) The time spent in taking any course will not be considered hours worked.
- j) It must be understood that present working conditions or the continuance of employment is not dependent upon taking any course and will not be adversely affected by non-attendance at any course.

19.14 Work Assignments

The employer shall provide skilled trades employees with written work assignments as appropriate, for repairs, preventative and predictive maintenance upon the commencement of the shift. Such written work assignments are provided to fully utilize all skilled trades' employees and provide the Company with a tool to monitor work product and schedule ongoing maintenance.

ARTICLE 20 - TECHNOLOGICAL CHANGE

20.1 Provision

The provisions of this article are intended to assist employees affected by any technological change to adjust to the effects of the technological change.

In the event that the Company implements or proposes to implement a technological change, the parties jointly agree that matters relating to the terms and conditions or security of employment of employees covered by this agreement shall be finally settled during the term of this Agreement as follows:

- (a) Technological change shall be defined as any change in equipment, materials, products or work methods which result in a substantial change in any job or which diminishes the number of employees in the Bargaining Unit.
- (b) The Company will give the Union a written notice not less than ninety (90) days prior to the technological change being put into effect. The notice will state:
 - the nature of the change
 - the day on which the change will likely take effect
 - the number of employees likely to be affected
 - the effect that the technological change is likely to have on the terms and conditions, or security, of the employment of employees affected.
- (c) The Company and the Union Plant Committee shall meet at the request of either party to discuss the effects of the changes and if necessary the feasibility and practicality of training programs to protect against loss of employment.
- (d) In the event of a technological change requiring specialized training, the Company agrees to give first opportunity for that training to the employees then on the payroll according to seniority of employees in the section or area affected, subject to the employee possessing the necessary ability for that training.
- (e) Employees who would be directly affected by loss of their employment due to such technological change shall have full rights to claim alternate employment as if they were being laid off pursuant to Article 10.

- (f) In the event that the Company and the Union cannot reach agreement on the introduction of new technology, either party may refer all outstanding disputes to the grievance procedure (Article 7) starting at Step 2.
- (g) The Company and the Union hereby specify that Sections 83, 84 and 85 of the Labour Relations Act of Manitoba do not apply during the term of this Collective Agreement.

ARTICLE 21 - ACCESS AGREEMENT

21.1 Union Office

In compliance with the Labour Relations Act of Manitoba, Section 17.1, the Company and the Union hereby agree that a representative of the bargaining agent shall be permitted to meet on the Company's premises in an office to be provided by the Company, with members of the bargaining unit as may be reasonably necessary provided that an appointment to do so is made with the Company in advance.

ARTICLE 22 - PENSIONS

22.1 Pension Plan

For the period commencing March 20th, 2016 and continuing until March 14th, 2020, Griffin Wheel will contribute to the pension plan for hourly employees of the Winnipeg Plant which is incorporated into this Agreement and its provision shall apply as if set forth in full herein.

ARTICLE 23 - HEALTH & SAFETY

23.1 Promote Safety

The Company and Union agree to actively promote measures to assure the health and safety of all employees. The Company, the Union and all employees will make every effort to comply with all legislation pertaining to the Manitoba Workplace Safety & Health Act.

23.2 Committee

The parties agree to set up a Health & Safety Committee, which will be comprised of four (4) members from the Union and a number of members from the Company not exceeding the Union members. The Union

Committee members will be allowed up to sixteen (16) hours of Company paid time off to attend safety training seminars each year. Duties of the Committee, in addition to the duties under Health and Safety legislation are:

1. Promote compliance with pertinent legislation.
2. Attend scheduled monthly meetings, or other meetings when necessary, called by either of the Co-Chairpersons of the Joint Health & Safety Committee.
3. Prior to monthly meetings the Committee shall tour and inspect the plant for safety and health concerns and make recommendations to management for changes and corrections for the elimination of health and safety hazards.
4. Receive, investigate and dispose of complaints in a timely manner, and prepare necessary reports.
5. Recommend training and education programs in safe and healthy work practices and may when required participate in the conducting of such programs for all members of the bargaining unit.
6. When measures or samples of the occupational environment are being taken, the Union Co-Chairperson shall be promptly informed and given the opportunity to observe from time to time the measurements or sampling.
7. Develop and review on an ongoing basis:
 - (a) Work alone and confined space entry procedures that ensure appropriate precautions are taken in accordance with safe work practices and legislative requirements.
 - (b) Lockout/tagout procedures.
 - (c) Emergency response procedures to ensure that the emergency response team members are qualified to administer first aid.
8. Make recommendations to the Company regarding the use of less hazardous substances in the workplace.

23.3 WHMIS

The Company will provide the Joint Workplace Safety and Health Committee with complete hazard information on all substances in the

workplace.

23.4 Selection of Equipment/Devices

The Joint Safety & Health Committee shall be consulted, in the selection of Company supplied equipment and protective devices deemed necessary to protect employees from disease and injury, and the terms and conditions under which they are to be used.

23.5 Reporting Accidents

Every industrial injury must be immediately reported to the employee's supervisor and the Company "Accident/Incident" Report and W.C.B. Notification Report completed by the employee and his supervisor. In case of severe accidents a Union member of the Joint Health & Safety Committee will participate in the accident investigation.

Whenever a serious unsafe practice is alleged, the Union Co-Chairperson of the Joint Health & Safety Committee will be informed promptly by the Supervisor of Safety & Health, of his/her findings and actions intended. If there is a disagreement between the Union Co-Chairperson and Supervisor Safety & Health as to the problem or action to be taken, the Union Co-Chairperson shall have the right to investigate the problem.

23.6 Union Access

Local or National Union Health & Safety representatives shall have access to the work place upon request.

The Union Co-Chairperson of the Joint Health & Safety Committee will accompany government Health & Safety inspectors and Local or National Union Health & Safety representatives on plant inspection tours.

23.7 Equipment and Clothing

The Company will continue to maintain its practice of providing safety equipment and clothing required beyond normal occupational dress and equipment and excluding safety shoes, which shall be provided by the employees. For footwear purchased beyond the successful completion of the employee's probationary period, the Company will upon proof of purchase (written receipt) grant an allowance of up to \$170 (plus taxes) towards the purchase of metatarsal guarded safety footwear. Wearing of provided and/or required safety equipment will be rigidly enforced and made a condition of employment.

23.8 Wages

- (a) Employees suffering an industrial accident or industrial illness while at work shall be paid for the time lost from his/her regular shift for the initial visit to the doctor's office or to a medical clinic or hospital. He/she shall be paid his/her regular wages for the balance of his/her normal shift for that day up to a maximum of eight (8) hours.
- (b) An employee shall also be paid his/her regular wages for necessary time lost from his/her regular shift for subsequent related visits required by a physician, only if not covered by the Workers Compensation Board of Manitoba. In this case he/she shall be paid only for the time required to receive the medical treatment during his/her regular working hours.
- (c) Any physical examinations and other appropriate tests required by the Company or provincial legislation will be provided to employees who are exposed to potentially harmful physical agents or toxic materials, at no cost to them. If these tests or physical examinations are scheduled outside regular working hours the employee will receive up to two (2) hours pay at regular straight time.

23.9 Meeting Time

All time spent in attendance at scheduled monthly meetings or in activities relating to the function of the Health & Safety Committee as per this article, will be paid at the member's appropriate regular straight time hourly rate, and the time spent is to be considered as time worked.

23.10 Training Programs

The Joint Health & Safety Committee will recommend training programs for all employees on safety and health. The Company will provide each employee with up to sixteen (16) hours of Company paid training on safety and health which would include lock out/tag out and lift truck training for appropriate personnel as designated by the Company in consultation with the Health & Safety Committee.

23.11 Day of Mourning

The Company and Union agree that on each April 28th, employees will be allowed one minute of silence at 11:00 a.m. to observe the National Day of Mourning and the Union will provide a Unifor National Day of Mourning flag which shall be flown at half-mast.

23.12 Settlement of Disputes

Notwithstanding any provision of this Agreement, any difference between the parties concerning the meaning, application or alleged violation of this Article shall be settled on a final and binding basis either through the procedures provided in the Workplace Safety and Health Act of Manitoba or through the grievance and arbitration provisions of this Agreement.

23.13 Proper Facilities

The Company will provide proper lunchroom, washroom, locker room and showers. The Company will provide a properly equipped first aid room and continually ensure that qualified personnel are available to administer first aid treatment.

ARTICLE 24 - INSURANCE

24.1 Benefits

For the period commencing March 20th, 2016 and continuing until March 14, 2020, the Company shall provide and pay the premiums and or costs necessary to establish coverage for benefits under the following insurance plans:

- (a) Life and Accidental Death Insurance;
- (b) Weekly Disability Insurance;
- (c) Major Medical (Ambulance, Semi-Private Hospital and Extended Health Care Plans);
- (d) Long Term Disability;
- (e) Dental Plan.

24.2 Employer's Responsibility

The terms of the plans referred to in Article 24.1 are contained in the policies made known to the Union prior to the execution of this Agreement. The Employer's responsibility shall be specifically limited to provide paying the premiums and or costs required to keep plans of a generally similar nature in full force and effect. There shall be no changes to the benefits as stated in Article 24.1 unless mutually agreed between the parties.

ARTICLE 25 - TERMINATION AND RENEWAL

25.1 Duration

This Agreement shall remain in full force and effect from the 20th day of March 2016, to midnight, March 14, 2020, both dates inclusive, and thereafter from year to year unless either party gives notice in writing to the other party of termination or amendment within a period of not less than sixty (60) days prior to the anniversary date. This Agreement will remain in full force until all avenues of negotiations set out by law have been completed.

25.2 New Laws or Regulations

Should any clause or provision of this Agreement be declared illegal or be in conflict with any law or regulation covering the business of the employer, both parties agree that the Agreement is automatically amended to comply with such law or regulations, and the rest and remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

25.3 Complete Package

It is the intent of the parties hereto that this Agreement embodies all of the issues, proposals, and subjects pertaining to wages, hours and other terms and conditions of employment, whether or not specifically herein set forth and it is agreed that no further proposals for negotiations will be presented by either party during the life of this Agreement, except as provided for herein.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and representatives as of the date herein set forth.

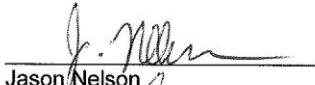
Dated this 18 day of March, 2016.

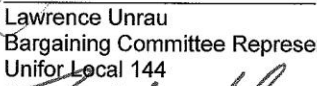
FOR THE UNION

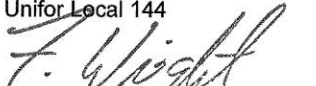

Brent Charron
President
Unifor Local 144


Rod Hartle
Plant Chairperson
Unifor Local 144



Bill Singbeil
Skilled Trades Bargaining Representative
Unifor Local 144

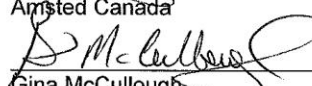

Jason Nelson
Bargaining Committee Member
Unifor Local 144

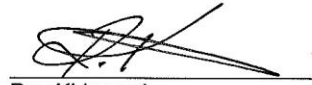

Lawrence Unrau
Bargaining Committee Representative
Unifor Local 144


Frank Wright
National Representative
Unifor

FOR THE COMPANY


Wayne Luce
Vice President,
Human Resources & Safety
Amsted Canada


Gina McCullough
Director, Human Resources
Amsted Canada


Roy Kirkwood
General Manager
Amsted Canada


Darren McLeod
Manager, Human Resources
Amsted Canada

CLASS 1	CLASS 6	CLASS 9
Janitor	Tube Assembler	2 nd Crane Operator (Cold)
Labour	Lift Truck – I&F	Oiler
	Sand Mixer	
CLASS 2	B&F Stamping	CLASS 10
Gasket Setter	Final Line Processor	Pourer
	Lift Truck – Draw Furnace	Utility – Foundry
CLASS 3	Lift Truck – Wheel Cleaner	
Production A	Loading Dock	CLASS 11
Stockline	Utility Track Mobile	1 ST Crane Operator (Hot)
Mould Assembler		
Mould Cleaner	CLASS 7	CLASS 12
Stopper Setter	Maintenance Helper	1 ST Helper
	Hub Cutter	
CLASS 4	K&T Wheel Borer	CLASS 13
Lift Truck Operator	Utility – I&F	Lead Hand
Records/Splitter		
Utility – Melting Outside	CLASS 8	CLASS 14
	Refractory	Journeyman Welder
CLASS 5	2 nd Helper	Journeyman Machinist
Mould Driller (Part Time)	Graphite Mould Turner	Journeyman Heavy Duty Equipment Mechanic
Material Handler	Ingate Operator	Journeyman Millwright
	Normalizing Attendant	Journeyman Electrician
	Spray Booth Attendant	
	Hot Wheel Grinder Operator	
	Mould Finisher	
	Utility Hot Line	

Mtnce
Only \$ 0.50 \$ 0.50 \$ - \$ -

	A	\$ 0.65	\$ 0.65	\$ 0.65	\$ 0.65
Class	2015 Rate	2016 Rate	2017 Rate	2018 Rate	2019 Rate
1	\$21.88	\$22.53	\$23.18	\$23.83	\$24.48
2	\$22.24	\$22.89	\$23.54	\$24.19	\$24.84
3	\$22.67	\$23.32	\$23.97	\$24.62	\$25.27
4	\$23.00	\$23.65	\$24.30	\$24.95	\$25.60
5	\$23.25	\$23.90	\$24.55	\$25.20	\$25.85
6	\$23.47	\$24.12	\$24.77	\$25.42	\$26.07
7	\$23.87	\$24.52	\$25.17	\$25.82	\$26.47
8	\$24.32	\$24.97	\$25.62	\$26.27	\$26.92
9	\$24.75	\$25.40	\$26.05	\$26.70	\$27.35
10	\$25.15	\$25.80	\$26.45	\$27.10	\$27.75
11	\$25.97	\$26.62	\$27.27	\$27.92	\$28.57
12	\$26.72	\$27.37	\$28.02	\$28.67	\$29.32
13	\$29.40	\$30.05	\$30.70	\$31.35	\$32.00
14	\$30.88	\$32.03	\$33.18	\$33.83	\$34.48
14	\$31.88	\$33.03	\$34.18	\$34.83	\$35.48
14	\$32.88	\$34.03	\$35.18	\$35.83	\$36.48

\$0.50 \$0.67 \$0.67 Par

	B	\$0.65	\$0.65	\$0.65	\$ -
Class	2015 Rate	2016 Rate	2017 Rate	2018 Rate	2019 Rate
1	\$19.92	\$21.07	\$22.39	\$23.71	\$24.48
2	\$20.21	\$21.36	\$22.68	\$24.00	\$24.84
3	\$20.56	\$21.71	\$23.03	\$24.35	\$25.27
4	\$20.82	\$21.97	\$23.29	\$24.61	\$25.60
5	\$21.02	\$22.17	\$23.49	\$24.81	\$25.85
6	\$21.20	\$22.35	\$23.67	\$24.99	\$26.07

7	\$21.52	\$22.67	\$23.99	\$25.31	\$26.47
8	\$21.88	\$23.03	\$24.35	\$25.67	\$26.92
9	\$22.22	\$23.37	\$24.69	\$26.01	\$27.35
10	\$22.54	\$23.69	\$25.01	\$26.33	\$27.75
11	\$23.20	\$24.35	\$25.67	\$26.99	\$28.57
12	\$23.80	\$24.95	\$26.27	\$27.59	\$29.32
13	\$25.94	\$27.09	\$28.41	\$29.73	\$32.00

Starting after March, 2016

	Exhibit A 80%	Exhibit A 87%	Exhibit A 93%	Exhibit A 100%
	2016	2017	2018	2019
Class	Rate	Rate	Rate	Rate
1	\$18.02	\$20.09	\$22.24	\$24.48
2	\$18.31	\$20.40	\$22.58	\$24.84
3	\$18.66	\$20.77	\$22.98	\$25.27
4	\$18.92	\$21.06	\$23.29	\$25.60
5	\$19.12	\$21.28	\$23.52	\$25.85
6	\$19.30	\$21.47	\$23.73	\$26.07
7	\$19.62	\$21.81	\$24.10	\$26.47
8	\$19.98	\$22.20	\$24.52	\$26.92
9	\$20.32	\$22.58	\$24.92	\$27.35
10	\$20.64	\$22.92	\$25.29	\$27.75
11	\$21.30	\$23.63	\$26.06	\$28.57
12	\$21.90	\$24.28	\$26.76	\$29.32
13	\$24.04	\$26.61	\$29.26	\$32.00

Starting after March, 2017

		Exhibit A 80%	Exhibit A 87%	Exhibit A 93%
	2016	2017	2018	2019
Class	Rate	Rate	Rate	Rate
1	N/A	\$18.54	\$20.65	\$22.85

2	N/A	\$18.83	\$20.96	\$23.18
3	N/A	\$19.18	\$21.34	\$23.59
4	N/A	\$19.44	\$21.62	\$23.89
5	N/A	\$19.64	\$21.84	\$24.13
6	N/A	\$19.82	\$22.03	\$24.33
7	N/A	\$20.14	\$22.38	\$24.71
8	N/A	\$20.50	\$22.77	\$25.13
9	N/A	\$20.84	\$23.14	\$25.53
10	N/A	\$21.16	\$23.49	\$25.90
11	N/A	\$21.82	\$24.20	\$26.67
12	N/A	\$22.42	\$24.85	\$27.37
13	N/A	\$24.56	\$27.17	\$29.87

Starting after March, 2018

Class	2016 Rate	2017 Rate	Exhibit A	Exhibit A
			80%	87%
			2018 Rate	2019 Rate
1	N/A	N/A	\$19.06	\$21.22
2	N/A	N/A	\$19.35	\$21.53
3	N/A	N/A	\$19.70	\$21.90
4	N/A	N/A	\$19.96	\$22.19
5	N/A	N/A	\$20.16	\$22.40
6	N/A	N/A	\$20.34	\$22.59
7	N/A	N/A	\$20.66	\$22.94
8	N/A	N/A	\$21.02	\$23.33
9	N/A	N/A	\$21.36	\$23.70
10	N/A	N/A	\$21.68	\$24.05
11	N/A	N/A	\$22.34	\$24.76
12	N/A	N/A	\$22.94	\$25.41
13	N/A	N/A	\$25.08	\$27.73

Starting after March, 2019

Class	2016 Rate	2017 Rate	Exhibit A	
			2018 Rate	2019 Rate
1	N/A	N/A	N/A	\$19.58

2	N/A	N/A	N/A	\$19.87
3	N/A	N/A	N/A	\$20.22
4	N/A	N/A	N/A	\$20.48
5	N/A	N/A	N/A	\$20.68
6	N/A	N/A	N/A	\$20.86
7	N/A	N/A	N/A	\$21.18
8	N/A	N/A	N/A	\$21.54
9	N/A	N/A	N/A	\$21.88
10	N/A	N/A	N/A	\$22.20
11	N/A	N/A	N/A	\$22.86
12	N/A	N/A	N/A	\$23.46
13	N/A	N/A	N/A	\$25.60

Lead Hand:

To be appointed and relieved at the discretion of management, not subject to bid. Lead Hand will not replace or assume duties of supervisor or have the authority to administer discipline.

Shift Premium \$.50 per hour for all hours worked outside of 8:00 to 16:00.

- Exhibit "B" – for all employees, except skilled trades, hired after December 11, 2009.
- Skilled trades starting rates per Exhibit "C"

GRIFFIN CANADA – EXHIBIT “C”

Maintenance								
Classification	Trial Period Up To Rate Ex. A	Trial Period Up To Rate Ex. B	Time In Hours	1 st Progression Rate Ex. A	1 st Progression Rate Ex. B	Time in Hours	Max. Rate Ex. A	Max. Rate Ex. B
Oiler	\$24.40	\$22.54	80	\$24.80	\$22.94	80	\$25.40	\$23.54
Maintenance Helper (Supplemental)	\$23.52	\$21.84	80	\$23.92	\$22.24	80	\$24.52	\$22.84
Journeyman Welder	\$31.03	-	80	\$31.43	-	80	\$32.03	-
Journeyman Machinist	\$31.03	-	80	\$31.43	-	80	\$32.03	-
Journeyman Heavy Duty Mechanic	\$31.03	-	80	\$31.43	-	80	\$32.03	-
Journeyman Mechanic	\$32.03	-	80	\$32.43	-	80	\$33.03	-
Journeyman Electrician	\$33.03	-	80	\$32.43	-	80	\$34.03	-

Progression Schedule

Classification	Trial Period Up To Rate Ex. A	Trial Period Up To Rate Ex. B	Time in Hours	1 st Prog. Rate Ex. A	1 st Prog. Rate Ex. B	Time in Hours	Max. Rate Ex. A	Max. Rate Ex. B
K & T Wheel Borer	\$23.52	\$21.84	80	\$23.92	\$22.24	80	\$24.52	\$22.84
Graphite Mould Turner Ingate Operator	\$23.97	\$22.20	80	\$24.37	\$22.60	80	\$24.97	\$23.20
1 st Refractory	\$23.97	\$22.20	80	\$24.37	\$22.60	80	\$24.97	\$23.20
2 nd Helper	\$23.97	\$22.20	80	\$24.37	\$22.60	80	\$24.97	\$23.20
2 nd Crane Operator	\$24.40	\$22.54	80	\$24.80	\$22.94	80	\$25.40	\$23.54
1 st Crane Operator	\$25.62	\$23.52	80	\$26.02	\$23.92	80	\$26.62	\$24.52
1 st Helper	\$26.37	\$24.12	80	\$26.77	\$24.52	80	\$27.37	\$25.12

Pourer }
 Hub Cutter }
 Mould Finisher }
 Sand Mixer }
 Normalizing Attendant }
 Tube Assembler }
 Spray Booth Attendant }

Employees who bid to these jobs would retain their present rate for an eighty (80) hour period. Upon successful completion of the trial period, the employee would progress to the maximum rate for the job.

All other jobs would have a trial period of up to five (5) working days. If an employee has previously performed the job on a regular basis within the last two (2) years he would be paid the maximum rate of the job.

Progression schedule rates will increase in successive years as follows:

Date	Exhibit “A” Increase	Exhibit “B” Increase
March 20, 2016	\$.50 (Mtc. Only) \$.65	\$.67 + \$.65
March 20, 2017	\$.50 (Mtc. Only) \$.65	\$.67 + \$.65
March 20, 2018	\$.65	\$.67 + \$.65
March 20, 2019	\$.65	par

LETTER OF UNDERSTANDING # 1

Between:

Amsted Canada

And:

Unifor Local 144

Re: Paid Education Leave

The Company agrees to pay into a special fund one cent (1¢) per hour per employee for all compensated hours for the purpose of providing paid education leave. Such leave shall be for upgrading the employee's skills in all aspects of Trade Union functions. Payment should be made on a quarterly basis into a trust fund established by the National Union, Unifor. Cheques shall be made payable to:

Unifor Leadership Training Fund
Unifor Canada
205 Placer Court
Toronto, Ontario, M2H 3H9

The Company further agrees that members of the Bargaining Unit, (maximum of 2 employees) selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days of class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence will continue to accrue seniority and benefits during such leave.

LETTER OF UNDERSTANDING # 2

Between:

Amsted Canada

And:

Unifor Local 144

Re: Coveralls

The Company agrees to contract out coverall services at no cost for skilled trades (2 changes per week), and for oiler, ingate operator and graphite mold turner, (refractory shirt and pants if requested) (1 change per week).

In the event that the coveralls for skilled trades become abnormally soiled due to the nature of the work performed, an additional pair will be available for temporary use above the normal change.

The Company also agrees to make outside coverall services available to all other employees of the plant, on a voluntary basis. Employees choosing to use this service will pay the cost on a weekly payroll deduction basis.

LETTER OF UNDERSTANDING # 3

Between:

Amsted Canada

And:

Unifor Local 144

Re: Banked Time

During the 2010 negotiations the Company and the Union have agreed to establish a "bank time system" or "deferred overtime earnings and hours system" for all employees on the following principles:

All overtime and double time earnings and hours, excluding straight time, may be deferred and accumulated in a bank as they are earned and converted to straight time, (i.e. one hour overtime worked at time and one half equals 1-1/2 hours straight time; one hour double time equals 2 hours straight time) up to a maximum of 80 hours.

Any employee eligible to defer overtime and double time earnings and hours, must notify his/her supervisor in writing, of his/her intent and the number of hours to be banked up to a maximum of 80 hours.

Accumulated earnings and hours may only be paid in straight time during periods of production shutdowns. Accumulated time may be taken in straight time pay or as time off at straight time pay. All time off granted in accordance with this section will be at the request of the employee and mutually agreed to by the Company. Where there is more than one request for the same period, the request received first will be granted first. All vacation must be used before an employee can use their banked time. The one exception to this is that employees may use banked time before vacation on a four (4) day work week.

Where an employee's available vacation does not cover the vacation shut down period, and the employee declines work for which he is qualified and has the ability, he shall not have access to the accumulated earnings until the next shut down or the end of January which ever occurs first.

Payments of deferred earnings will be treated as regular earnings and all required payroll deductions will be applied. At the end of January, the accumulated earnings must be paid out and the individual bank shall revert to zero.

LETTER OF UNDERSTANDING # 4

Between:

Amsted Canada

And:

Unifor Local 144

Re: Early Relief

During negotiations the Company and Union discussed concerns surrounding Early Relief. It is agreed between the parties that the purpose of early relief is:

To provide the opportunity for shift employees to shower early if properly relieved. Those employees, who do not have relief or are not properly relieved, are not allowed to leave their work stations early. Properly relieved means the relief must be at the workstation ready to work. Any abuse of this practice will be dealt with under the terms of the Collective Agreement, including discipline.

LETTER OF UNDERSTANDING #5

Between: Amsted Canada

And:

Unifor Local 144

Re: Early Tap

During negotiations, the subject of early tap was discussed.

It is agreed that when the Company schedules work for an early tap, overtime requirements will be offered to employees normally working the midnight shift.

LETTER OF UNDERSTANDING # 6

Between:

Amsted Canada

And:

Unifor Local 144

Re: Vacation Time

During negotiations in response to concerns expressed by the Union, the Company agrees to allow, whenever possible, three (3) mechanics and two (2) electricians to go on vacation at any time. Additional employees may be given permission to go on vacation at the same time, provided operational requirements permit.

LETTER OF UNDERSTANDING # 7

Between:

Amsted Canada

And:

Unifor Local 144

Re: Meetings

The Company and the Union agree that monthly safety meetings are an important component of the overall safety program of the Winnipeg Plant. Further, the parties agree that all employees must attend such meetings. The Company agrees to schedule a list of meeting times and employee must choose which meeting he/she is to attend. An employee may not attend a meeting during normal working hours without permission of their supervisor.

Employees must attend all scheduled Company meetings. Meetings will be scheduled with one (1) full calendar week notice and will not be held on Friday. Communication meetings will be scheduled with advanced notice and employees must attend. Communication meetings will not last longer than one hour. Communication meetings will not be scheduled on the day preceding or succeeding a long weekend. Employees will be paid their applicable rate of pay for time in attendance at such meetings.

As discussed during the March 2016 negotiations, it was expressed by the Union that the scheduling preference for the above referenced meetings, is to have employees remain on shift while relief (where applicable) attend the meeting. In the event this scheduling arrangement is not mutually acceptable, the Company and the Union agree to discuss an alternate meeting schedule.

LETTER OF UNDERSTANDING # 8

Between:

Amsted Canada

And:

Unifor Local 144

Re: Substance Abuse

Substance Abuse is recognized as a serious medical and social problem that can affect employees. The Company and the Union have a strong interest in encouraging early treatment and assisting affected employees towards full rehabilitation.

The Company will continue to provide a comprehensive approach towards dealing with substance abuse. Company assistance will include referral of employees to appropriate counseling services or treatment and rehabilitation facilities if requested by the employee.

The letter of understanding will not be used to circumvent the Company rules of conduct.

LETTER OF UNDERSTANDING # 9

Between:

Amsted Canada

And:

Unifor Local 144

Re: Union Office

The Company agrees to provide the Union with the exclusive use of an office and the installation of a telephone.

LETTER OF UNDERSTANDING # 10

Between:

Amsted Canada

And:

Unifor Local 144

Re: Qualification of Employees

The parties discussed the issue of qualifications of the employees as it relates to the ability to work different jobs.

Once a year the Company will review, with each employee, the job(s) for which he/she is qualified. A copy of this list will be given to the Union. If there is a dispute regarding the job(s) on which the employee is deemed to be qualified, the employee shall meet with his/her supervisor in order to confirm the employee's qualifications. The general criteria utilized for this determination shall be the guidelines as outlined in Article 10.10. After these determinations are made and agreed to between the parties, a revised list shall be issued to the employee with a copy to the Union.

Employees requesting to be qualified on other jobs may request training in order to become qualified.

LETTER OF UNDERSTANDING # 11

Between:

Amsted Canada

And:

Unifor Local 144

Re: Alternate Work Program

The Company has instituted an alternative work program to provide the opportunity of early rehabilitation of the employees following injury of either industrial or non-industrial origin.

This program will provide the injured employee with meaningful work appropriate to the employee's physical condition by transferring him/her to an "alternative work" position that is suited to his current temporary disability.

In order for this program to be successful, it will be necessary for the employee's physician, and if needed, the Workers Compensation Board, to provide information to the Company physician and Human Resources, regarding the employee's physical capabilities during his recovery period. Upon being informed of his injury, the Company will provide the employee with a "Physical Capabilities Report Form", to present to his physician for completion. The form, which is self-explanatory, will be used to identify an appropriate "alternative work" assignment if one is available. If the employee is temporarily totally disabled following his injury, this form will serve to identify the earliest date during the recovery period on which the employee may be able to return to work to undertake an "alternative work" assignment. This form shall be returned to the Company by the employee as soon as possible following the physician's examination.

It must be fully understood by all parties that the intentions are to develop a rehabilitation program that is reasonable and appropriate to meet the needs of the injured employee as well as the Company.

LETTER OF UNDERSTANDING # 12

Between:

Amsted Canada

And:

Unifor Local 144

Re: Plant Closure

In the unlikely event of a plant closure, representatives from both the Company and the Union will meet to negotiate issues affecting the employees.

LETTER OF UNDERSTANDING SKILLED TRADES # 13

Between:

Amsted Canada

And:

Unifor Local 144

Re: Job Security

The Company recognizes its responsibility to give consideration to the job stability of bargaining unit employees as one of the factors in making these decisions. The Company, in reply to the issues raised by the Union, responded that they shall give preference to the skilled trades workers to perform the work that is required due to the economic advantage but the Company retains the right to decide how and by whom any work is to be performed, subject to the terms and conditions of the Collective Agreement. Based on these discussions the parties have agreed to the following:

Contracting

The Company agrees that no contracting of work normally done by the Skilled Trades classifications will take place while any member of the Skilled Trades is on lay-off.

Planning

It is agreed that prior to the start of the new maintenance and construction projects, except where time and circumstances prevent it, the Chairperson of the Plant Committee and Skilled Trades representative will be notified on the prescribed form of the project, scope and the estimated start and duration of the same and the reason (equipment, manpower skills, time, cost, etc.) why management is contracting out the work.

Shutdown

Meaningful dialogue will occur at least two weeks prior to shutdown to plan the work that may be required to be completed during shutdown.

The parties recognize that all of these issues are not unique to this set of negotiations. It is therefore recognized that improved communications are essential to ensure that these commitments are maintained. In the event that problems arise, a special meeting may be called by either party where by a Company designate and the National Unifor skilled trades representative or Unifor Area Director will attend in an attempt to resolve the differences, subject to the terms and conditions of the Collective Bargaining Agreement.

LETTER OF UNDERSTANDING # 14

Between:

Amsted Canada

And:

Unifor Local 144

Re: Crane Operator Overtime

During the 1998 negotiations, the subject of crane operator overtime during non-production days was discussed. It is agreed when crane operations are required to perform lifting, cable change outs, and electronic testing, a crane operator will be called in according to Article 15.

LETTER OF UNDERSTANDING # 15

Between:

Amsted Canada

And:

Unifor Local 144

Re: Air Quality and Heat Stress

The Company is committed to continuing its practice of recognizing and addressing heat stress conditions by:

- Providing extra relief for breaks
- Ensuring adequate fluids are available for proper hydration
- Identifying areas of the plant to increase air ventilation
- Continuing to seek effective ways of eliminating heat stress conditions in the plant

Additionally, the Company will continue to monitor the air quality in the plant and address issues of concern for the purpose of providing a healthy workplace for all employees.

LETTER OF UNDERSTANDING # 16

Between:

Amsted Canada

And:

Unifor Local 144

Re: Gain Sharing Plan

The Company will continue a Gain sharing Plan for the Winnipeg plant.

Management reserves the right to terminate, suspend, extend or modify the Gain sharing plans at any time with or without notice.

LETTER OF UNDERSTANDING # 17

Between:

Amsted Canada

And:

Unifor Local 144

Re: Maintenance Helpers

Whereas the Company and Union are interested in utilizing competent Maintenance Helpers, the parties agree to the following to identify, select and qualify Maintenance Helpers:

1. The Company will post a notice for employees to sign indicating their interest in applying to do Maintenance Helper work.
2. Interested employees will demonstrate competency by completing a practical Mechanical Aptitude test.
3. The Company will identify and maintain the ideal number of Maintenance Helpers to be on the roster.
4. Should more employees be qualified than required, senior employees will be given preference.

LETTER OF UNDERSTANDING # 18

Between:

Amsted Canada

And:

Unifor Local 144

Re: New Technology and Preventative Maintenance Committee

The Company and the Union shall establish a new technology and preventative /predictive maintenance committee.

The terms of reference for this committee shall be to:

- Review new technologies and explore technologies that may bring about safer and more productive working conditions.
- Review products that may be used in the plant to improve safety and that may bring about more productive working conditions.
- Review and or develop training for skilled trades persons and make recommendations to management as to courses, seminars and workshops that could provide skilled trades employees with training and education to improve production and improved safety.
- Review preventative and predictive maintenance schedules and work to improve the preventative maintenance of the plant equipment and establishment of schedules.

The committee may meet at least once per every 2 months and the meetings shall take place on Company paid time.

There shall be four (4) members on the committee, 2 selected by management and 2 selected from the reliability team by the Union.

LETTER OF UNDERSTANDING # 19

Between:

Amsted Canada

And:

Unifor Local 144

Re: Skilled Trades 7 Day Work Schedule

The Company and the Union have agreed to trial a 7 day per week skilled trades maintenance work schedule when a minimum of a 5 day production schedule is required. The following provisions are applicable during a minimum 5 day production schedule. For production schedules, fewer than 5 days per week, this understanding shall not apply and the provisions of the Collective Agreement are applicable.

Whereas the parties have recognized and agreed that there is a mutual benefit in establishing a new shift schedule for the skilled trades in an attempt to limit and where possible eliminate forced overtime: and contracting out of bargaining unit work, the parties have agreed to implement the following shift schedule.

As per the collective agreement the Company reserves the right to implement a schedule that meets operational needs.

It is the intention to implement this new schedule on May 1, 2011 provided the plant is operating a minimum five day production schedule and providing we are fully manned in the Maintenance Department.

1. Allocation of Personnel

Personnel will be allocated as follows:

Monday – Friday (Days)

6 Mechanics

4 Electricians

1 Machinist

2 Welders

2 Oilers

1 Heavy Duty Mechanic

Monday – Friday (A and C shifts)

4 Mechanics on each shift
3 Electricians on each shift

2. Weekend Permanent

6 Mechanics

3 Electricians

One half of the permanent weekend employees will be scheduled to work 12 hours each of the following days – Friday, Saturday, Sunday. The other half shall work 12 hours each of the following days – Saturday, Sunday, and Monday. Permanent weekend employees will work the 7:30 a.m. to 7:30 p.m. shift or as mutually agreed to.

Permanent Weekend employees will be compensated for 40 hours pay. When an employee is absent from work and misses a regularly scheduled shift, the shift premium of 4 hours (difference between 36 hours worked and 40 hours paid) shall not be paid.

3. Skilled Trades Overtime

The employer can require a skilled trade's employee to work overtime when necessary. No employee will be forced to work beyond twelve (12) consecutive hours except for reasons beyond the control of the Company.

Should it be necessary to replace an employee for daily overtime, the job title employees in the preceding and succeeding shifts will be offered the work. If the overtime is not filled, the work will be offered in seniority order to employees on the weekend. If the overtime remains unfilled, the junior job title employee on the preceding and succeeding shifts will be required to work. Where overtime is available in succeeding weeks, the junior job title employee in the department will be required to work.

4. Maintenance Schedule on Production Weekends

Employees working the Weekend shift on a permanent bid shall work 07:30 to 19:30 Saturday. The "C" shift employees shall work 19:30 to 03:30 Sunday. The Weekend shift employees shall work their regular schedule on Sunday. "B" Shift employees will not be required to work Saturday Production Days may be scheduled to work "B" Shift Sunday.

5. Vacation Entitlement

When vacation entitlement for employees is calculated, it shall be on the basis of 40 hours for each week of vacation entitlement in accordance with the Collective Agreement. Each normal week taken off will be equivalent to forty hours (40). One week of vacation will be equivalent to three (3), twelve (12) hour days.

Number of Weeks	Number of Hours	Number of 12 hour Working Days Entitlement
2	80	6
3	120	9
4	160	12
5	200	15

6. Statutory Holidays

- a) Where a statutory holiday falls in a work week (Friday, Saturday, Sunday and/or Monday) of a Weekend Worker employee participating in the Weekend Worker Program; will be paid as per the Employment Standards Code.
- b) For any other holidays that fall outside their weekend schedule, the Weekend Worker will be paid as per the Employment Standards Code.

c) **Jury and Crown Witness Duty**

Employees serving on a Jury or serving as a witness for the Crown shall be paid in accordance with the Article 17, of the Collective Agreement based on 13.33 hours per entitlement day.

d) **Bereavement Pay**

Employees on bereavement leave shall be paid in accordance with Article 18, of the Collective Agreement based on 13.33 hours per entitlement day.

e) **Short Term Disability**

The equivalent of 24 hours will be the waiting period to qualify for this benefit.

I.E Sixteen (16) Weekend Worker Hours

f) **Rest Periods**

The Company will schedule a fifteen (15) minute rest break in both the first and second half of the shift. A thirty (30) minute break will be provided near the mid

point of the shift. Production requirements in certain areas or jobs may result in lunch breaks being staggered.

g) Day of Injury

An employee injured during the course of his/her shift shall be paid for lost time up to 13.33 hours of regular pay on the day of injury.

LETTER OF UNDERSTANDING # 20

Between:

Amsted Canada

And:

Unifor Local 144

Re: BBS Employee Safety Steering Committee Chairperson

The BBS (Behavioral Based Safety) Employee Safety Chairperson will serve a term of three years and will be appointed by mutual agreement between the Company and the Union. After posting for interested candidates, all candidates must take the BBS assessment tool to determine skill set capability. All successful candidates will be interviewed. If the appointed person repeatedly fails to execute the role of the Chairperson and fails to respond to guidance for improvement, a new chairperson may be jointly appointed prior to the 3 year term ending. There will not be recall rights by another employee to this specific job. Further, the incumbent to this position will follow the terms and conditions of employment as per the contract.

The hourly rate of pay will be their current job grade.

At the end of the three year period the BBS Employee Safety Chairperson will return to previous permanent production job held after the three year period.

After three years the Chairperson position will be reassessed relative to part time or full time appointment.

BBS Chairperson will not assume any Supervisory responsibility nor will be considered a supervisory position.

LETTER OF UNDERSTANDING # 21

Between:

Amsted Canada

And:

Unifor Local 144

Re: Overtime Reduction Employees

All terms and conditions of the Collective Agreement will apply unless specifically modified by this letter of understanding. The following terms and conditions shall only apply to employees hired into the Overtime Reduction Employee pool.

The purpose of hiring additional employees is to reduce the amount of regular and reoccurring overtime current employees are working in areas such as Refractory, clean up and WIP reduction on the weekend and replacement of absent employees during weekday shifts.

The total number of OTR employees may flex with operational requirements.

1. OTR employees will be scheduled by the Company. All hours worked will be compensated at straight time. Overtime will be paid at the rate of time and one half (1 ½) for all hours worked in excess of eight (8) hours in a day or 40 hours in a week. Double time will be paid at the rate of double time (2) for all hours worked on Sunday providing the employee has worked (40) hours in the week. The work schedule may be reduced below 40 hours.
2. OTR employees' weekend shift hours may vary. E.g.: 06:00-14:00; 10:00 -18:00 or 08:00-16:00 dependent on work required.

Paragraphs 1 and 2 define the normal hours of work and shall not be construed as a guarantee of work per day or per week.

3. OTR employees will only be eligible to bid on permanent positions.

LETTER OF UNDERSTANDING # 22

Between:

Amsted Canada

And:

Unifor Local 144

Re: 6 Day Production – 12 Hour Shift Schedule

This Letter of Understanding sets out the terms and conditions which shall apply for the implementations and continuation of a twelve (12) hour shift schedule. All terms of the Collective Agreement are applicable unless modified by this Letter of Understanding.

It is agreed that any areas of concern regarding the operation of twelve (12) hour shifts will be communicated between the parties and that a joint, fair and good faith effort will be made by both parties to resolve the areas of concern. The shift patterns will consist of a three (3) on four (4) off schedule with employees working the Monday, Tuesday, Wednesday shifts and the Thursday, Friday, Saturday shifts.

The implementation of this schedule will also require the hiring of additional employees. The new hires will be subject to the terms and conditions outlined for new hires.

The Plant Chairperson and Manager Human Resources will meet with current employees in order of seniority to select their position in the new schedule.

Notwithstanding this process, an appropriate mix of experience amongst employees must be achieved in order to ensure the efficient operations of the plant. For greater certainty, this provision is to specify that no shift shall be staffed with a greater preponderance of new hires so as to jeopardize the efficient operations of the plant and the safety of those employees.

Selection of shifts shall be done in order of seniority as outlined below to provide for an even distribution of experience and skills across all 4 shift patterns.

There will be a review meeting held in the first, second, fourth, sixth and twelfth month of use. The parties will endeavor to settle issues in a mutually agreeable fashion. Where mutual agreement in the settlement of the issue is not possible, the Company and the Union shall refer the matter to an arbitrator for resolve prior to the implementation of any resolve.

In the event the 12 Hour Shift Schedule is cancelled, the Company will return employees to their former positions. Should their former position not exist or should they be supernumery, layoff provisions will apply.

Hours of Work

The regular shift pattern will be 08:00 a.m. to 20:00 p.m. for the day shift and 20:00 p.m. to 08:00 a.m. for the night shift. The basic work day will be twelve (12) consecutive hours and work week will consist of three (3) twelve (12) hour shifts at regular rates paid at 40 hours pay. The shift worked shall be deemed to be worked on the calendar day on which it begins.

When an employee is absent from work and misses a regularly scheduled shift, the shift premium of 4 hours (difference between 36 hours worked and 40 hour paid) shall not be paid.

Daily Overtime

The Company shall pay an employee one and one half (1-1/2) times his regular straight time hourly rate for all hours he is required to work over twelve (12) in a day and shall only work up to 4 hours beyond his/her scheduled shift.

Vacation Entitlement

When Vacation entitlement for employees is calculated, this shall be on the basis of forty (40) hours for each week of vacation entitlement in accordance with the Collective Agreement. Each normal week taken off will be equivalent to forty hours (40). One week of vacation will be equivalent to three (3), twelve (12) hour days.

Number of Weeks	Number of Hours	Number of Working Days Entitlement
2	80	6
3	120	9
4	160	12
5	200	15

Statutory Holidays

Where a statutory holiday falls in a work week of an employee, that employee shall receive 13.33 hours pay for that statutory holiday where the employee is not scheduled to work, and shall be paid pursuant to the collective agreement for all hours worked on that statutory holiday.

Jury and Crown Witness Duty

Employees serving on a Jury or serving as a witness for the Crown shall be paid in accordance with the Article 17, of the Collective Agreement based on 13.33 hours per entitlement day.

Bereavement Pay

Employees on bereavement leave shall be paid in accordance with the Article 18, of the Collective Agreement based on 13.33 hours per entitlement day.

Short Term Disability (STD) – Waiting Period

The equivalent of 24 hours will be the waiting period to qualify for the benefit I.E. Sixteen (16) Weekend Worker Hours.

Lunch Periods

The Company will schedule a fifteen (15) minute rest break in both the first and second half of the shift. A thirty (30) minute lunch break will be provided near the midpoint of the shift. Production requirements in certain areas or jobs may result in the lunch breaks being staggered. It is agreed and understood there may be instances and/or circumstances, which may preclude adherence to the maintenance of breaks made.

Day of Injury

Will be paid for lost time on the day of injury up to 13.33 hours regular pay.

Relief No Show

An employee held over because of a relief failing to show may be required to remain for a maximum of four (4) hours.

Scheduling of Work Required on the Seventh Day

Work required on the seventh day will be subject to senior may junior must provisions of the Collective Agreement.

6 Day Work, Schedule Exclusions

The parties agree that the employer has the right to limit which job classifications will participate in a 12 hour/six day work schedule.

Transition to 6 Day Schedule

1. The Union and Company will meet by job title with the senior employee. The senior employee may select any vacancy in his job title on any of the four shifts.
2. This process will be followed for all job titles
3. Should the mix of experience prove to be unacceptable, the junior qualified employee holding the job title will be temporarily reassigned to achieve an acceptable mix of experience.

LETTER OF UNDERSTANDING # 23

Between:

Amsted Canada

And:

Unifor Local 144

Re: 3 Day Production – 12 Hour Shift Schedule

This Letter of Understanding sets out the terms and conditions which shall apply for the implementations and continuation of a twelve (12) hour shift schedule. All terms of the Collective Agreement are applicable unless modified by this Letter of Understanding.

It is agreed that any areas of concern regarding the operation of twelve (12) hour shifts will be communicated between the parties and that a joint, fair and good faith effort will be made by both parties to resolve the areas of concern. The shift patterns will consist of a three (3) on four (4) off schedule in the Monday through Friday period.

The implementation of these schedules may require the laying off of employees.

The Plant Chairperson and Manager Human Resources will meet with current employees in order of seniority to select their position in the new schedule.

Notwithstanding this process, an appropriate mix of experience amongst employees must be achieved in order to ensure the efficient operations of the plant. For greater certainty, this provision is to specify that no shift shall be staffed with greater preponderance of employees so as to jeopardize the efficient operations of the plant and the safety of those employees.

Selection of shifts shall be done in order of seniority as outlined below to provide for an even distribution of experience and skills across the two shifts.

There will be a review meeting held in the first, second, fourth, sixth and twelfth month of use. The parties will endeavor to settle issues in a mutually agreeable fashion. Where mutual agreement in the settlement of the issue is not possible, the Company and the Union shall refer the matter to an arbitrator for resolve prior to the implementation of any resolve.

In the event the 12 Hour Shift Schedule is cancelled, the Company will return employees to their former positions. Should their former position not exist or should they be supernumery, layoff provisions will apply.

Hours of Work

The regular shift pattern will be 08:00 a.m. to 20:00 p.m. for the day shift and 20:00 p.m. to 08:00 a.m. for the night shift. The basic work day will be twelve (12) consecutive hours and work week will consist of three (3) twelve (12) hour shifts paid at regular rates. The shift worked shall be deemed to be worked on the calendar day on which it begins.

Daily Overtime

The Company shall pay an employee one and one half (1-1/2) times his regular straight time hourly rate for all hours he is required to work over twelve (12) in a day and shall only work up to 4 hours beyond his/her shift schedule.

Vacation Entitlement

When Vacation entitlement for employees is calculated, this shall be on the basis of thirty-six (36) hours for each week of vacation entitlement in accordance with the Collective Agreement. Each normal week taken off will be equivalent to thirty-six (36). One week of vacation will be equivalent to three (3), twelve (12) hour days.

Number of Weeks	Number of Hours	Number of Working Days Entitlement
2	72	6
3	108	9
4	144	12
5	180	15

Statutory Holidays

Where a statutory holiday falls in a work week of an employee, that employee will be paid in accordance with the *Manitoba Employment Standards Code*.

Jury and Crown Witness Duty

Employees serving on a Jury or serving as a witness for the Crown shall be paid in accordance with the Article 17, of the Collective Agreement based on 12 hours per entitlement day.

Bereavement Pay

Employees on bereavement leave shall be paid in accordance with the Article 18, of the Collective Agreement based on 12 hours per entitlement day.

Short Term Disability (STD) – Waiting Period

The equivalent of 24 hours will be the waiting period to qualify for the benefit I.E. Sixteen (16) Weekend Worker Hours.

Lunch Periods

The Company will schedule a fifteen (15) minute rest break in both the first and second half of the shift. A thirty (30) minute lunch break will be provided near the midpoint of the shift. Production requirements in certain areas or jobs may result in the lunch breaks being staggered. It is agreed and understood there may be instances and/or circumstances, which may preclude adherence to the maintenance of breaks made.

Day of Injury

Will be paid for lost time on the day of injury up to twelve (12) hours regular pay.

Relief No Show

An employee held over because of a relief failing to show may be required to remain for a maximum of four (4) hours.

Scheduling of Work Required on the Fourth Day

Work required on the fourth day will be subject to Article 15 of the Collective Agreement.

3 Day Work, Schedule Exclusions

The parties agree that the employer has the right to limit which job classifications will participate in a 12 hour/three day work schedule.

Transition to 3 Day Schedule

1. The Union and Company will meet by job title with the senior employee. The senior employee may select any vacancy in his job title on any of the two shifts.
2. This process will be followed for all job titles
3. Should the mix of experience prove to be unacceptable, the junior qualified employee holding the job title will be temporarily reassigned to achieve an acceptable mix of experience.

LETTER OF UNDERSTANDING # 24

Between:

Amsted Canada

And:

Unifor Local 144

Re: Unreduced Pension

The provisions in affect for an unreduced pension (minimum age 55 plus pension service totalling at least 85 years) will continue in effect and expire on the last day of the collective agreement dated March 14, 2020.

LETTER OF UNDERSTANDING # 25

Between:

Amsted Canada

And:

Unifor Local 144

Re: Absenteeism Program - Hourly Employees

Attendance is essential to the successful and efficient operation of Amsted Canada. Our plants typically operate around the clock and each absence results in many employees being required to work overtime when they otherwise could be going home at the end of their shift. The following policy explains our approach to encouraging and maintaining good attendance.

Chargeable points for attendance infractions are as follows:

Each absence incurred by an employee will be charged one (1) point for the first day and ½ point for each of the next four (4) consecutive days except weekend shifts which will be charged one (1) point each day.

In the event of a continuous absence beyond five (5) days, an employee will be charged one (1) point per day, unless he/she is eligible for an absence covered by legislation (e.g.: Maternity/Paternity), Workers' Compensation, non occupational disability or provides a verifiable Doctor's excuse indicating a continued medical condition is causing the extended absence.

Each tardy (late for work-normal start time) will be charged ½ point. Each leave early (leaving prior to completion of regular shift or completion of accepted or required

overtime) will be charged ½ point. If a tardy and leave early occur on the same day, ½ point will be charged for each.

Each failure to report an absence will be assessed two (2) points.

Two (2) points will be charged to employees who do not report for their scheduled weekend overtime hours.

Each tardy on weekend overtime will be charged one (1) point. Each leave early weekend overtime will be charged one (1) point. If a tardy and leave early occur on the same overtime day, one (1) point will be charged for each.

Charged points will remain on an employee's record until the employee earns credits as defined below.

Credits:

For each calendar* month with no attendance infractions, an employee will be credited with one (1) point. At 8 points and above for every two (2) calendar* months with no attendance infractions, an employee will be credited one (1) point.

Credits may reduce an employee's record to zero (0), but points cannot be "banked".

* When "calendar month" is referred to above it shall be interpreted to mean the time from any day of one month to the corresponding day of any subsequent month.

Absences resulting for one of the following reasons will not be counted as an absence:

Excused absences:

1. Vacation
2. Holiday
3. Bereavement leave
4. Jury Duty
5. Approved legislative leave (eg: Maternity/Paternity/Family Day)
6. Union business
7. Subpoena
8. Suspension without pay**
9. Work related injury or illness
10. Days eligible for compensation under short term disability (sick leave) benefits including any waiting period days after which benefits are paid**
11. Being sent home by management for reasons such as power curtailments, work completion, etc.
12. Scheduled day(s) off according to the contract
13. Service as a pall bearer, excluding those days covered in #3 above

****Such days will be counted as infractions for crediting purposes.**

An employee who is absent, tardy, or leaves early for any of the above reasons, except # 1, # 2, # 12, # 13 above, and requests that the time away from work not be considered as an attendance infraction on their record, must present satisfactory evidence to substantiate his/her request before the start of the next payroll week following the occurrence. If an employee does not present satisfactory evidence for an absence, tardy, or leave early due to one of the above reasons and within the time indicated, it will be considered an attendance infraction on their record.

When an employee's record of attendance infractions becomes excessive, the following disciplinary actions will occur:

6 points	1 st written warning
8 points	2 nd written warning
10 points	Final Warning, Last Chance letter issued by General Manager with discussion including union representation and/or Human Resources and the employees Supervisor
12 points	Termination of employment

Attendance Infraction Definitions:

Absence -	An absence from work for one or more consecutively scheduled work days
Tardy -	Clocking in later than your scheduled starting time for the day involved
Leave early -	Leaving work prior to the scheduled quitting time for the day involved, including accepted or required overtime

If the employee is terminated under the absenteeism program, then brought back to active status the employee's point balance will start at the at the number of points on the date of termination.

LETTER OF UNDERSTANDING #26

Between:

Amsted Canada

And:

Unifor Local 144

Re: Pension Summary Plan Description

During the March 2016 negotiations, the Union requested up-to-date copies of the pension summary plan description. To this end, the Company will ensure that a summary plan description will be provided to all employees within 90 days after Contract ratification.

LETTER OF UNDERSTANDING #27

Between:

Amsted Canada

And:

Unifor Local 144

Re: December Shutdown Notice

In the event the Company schedules a shutdown in December, notice detailing the duration and departments affected will be posted no later than December 1st of the same year. Management reserves the right to alter or cancel the length of the shutdown period.

LETTER OF UNDERSTANDING #28

Between:

Amsted Canada

And:

Unifor Local 144

Re: Appendix B – Integration into Exhibit A Wages

The Company and Union agree as follows as it relates to the integration of Exhibit B employees to Exhibit A employees wage rates and to continue the starting wage of new employees at the 80% of Exhibit A.

Wages:

1. Current Employees:
 - a) 1st four years at \$.50/year effective June 3, 2012
 - b) Years 5–7 \$.67/year
 - c) Starting year 8 Whole with Exhibit A

2. New Hires:
 - a) Years 1–4 start at current APPB + adder
 - b) Years 5-7 \$.67/year
 - c) Starting year 8 Whole with Exhibit A

3. New Hires year 5-7 starts at 80% Exhibit A will be a 3 year progression.

Pension:

1. Exhibit B pension multiplier will be increased as follows (includes negotiated multipliers)
 - a) Year 1 - \$23.50
 - b) Year 2 - \$26.00
 - c) Year 3 - \$28.00
 - d) Year 4 - \$30.00

Employees with 7 completed years of service will transition to the current multiplier rate.

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