

COLLECTIVE AGREEMENT

BETWEEN

RHEEM CANADA LIMITED

and

**UNITED STEELWORKERS
OF AMERICA**

Local Union No. 6868

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The purpose of this Agreement is to maintain a harmonious relationship between the Company and its Employees and to provide an amicable method of settling any differences or grievances which might possibly arise.

ARTICLE 1 – RECOGNITION

1.01 The Company recognizes the Union as the exclusive bargaining agent of all Employees of Rheem Canada Limited at the City of Hamilton, save and except supervisors, persons above the rank of supervisor, office and sales staff.

1.02 Salaried Employees will not do work ordinarily performed by employees in the bargaining unit except for:

- a) instruction or training;
- b) investigation, experimentation or development;
- c) emergency situations which will not replace members of the Bargaining Unit or to cause loss of earnings.

In any of the situations referred to in (a) or (b) above, the Department Steward will be advised of the intent of a salaried employee to perform work normally done by the Bargaining Unit.

1.03 The Company agrees to establish a practice of not contracting out jobs normally performed by member of the Bargaining Unit, so as to replace any such members, or to cause loss of earnings. This provision will not apply in cases of emergency which

will be discussed with the Union before any action is taken by the Company.

1.04 The Company agrees that in the event of an existing operation being transferred to another site within a 50-mile radius (to include Metropolitan Toronto) **of** its current location, then the U.S.W.A. would be recognized as the Bargaining Agent for the Employees therein.

Should the Company relocate its operation as described above, adversely affecting an employee's employment, (being laid **off**) a meeting will be held between the Company and the Union. The intent of this meeting would be to endeavour to place those persons, whose jobs have been relocated. In the event of a relocation of operations, current employees will be given preference, by **seniority** for available jobs, at the new location, qualifications permitting.

1.04 (b) In the event of a planned plant relocation, or planned permanent closure, provided the Company does not offer reasonable alternate employment, the Company agrees to pay severance pay in the amount of one (1) weeks regular wages for a regular non-overtime work week, per year of service to a maximum of thirty (30) weeks upon termination of employment.

ARTICLE 2 - DISCRIMINATION

2.01 The Company and the Union agree that no Employee shall in any manner be discriminated against or coerced, restrained or influenced because

of race, creed, colour, sex, National origin, membership or activity in any Labour Organization.

ARTICLE 3 - MANAGEMENT FUNCTION

3.01 The Union recognizes the right of the Company to hire, promote, transfer, demote and lay-off employees and to suspend, discharge or otherwise discipline employees for just cause subject to the right of any employee to lodge a grievance in the manner and to the extent as herein provided.

The Union further recognizes the right of the Company to operate and manage its business in all respects, to maintain order and efficiency in its plants, and to determine the location of its plants, the products to be manufactured, the scheduling of its production and its methods, processes, and means of manufacturing.

The Union further acknowledges that the Company has the right to make and alter, from time to time, rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.

ARTICLE 4 - UNION SECURITY

4.01 (a) It is agreed that all present Employees shall become and remain members of the United Steelworkers of America for the duration of this Agreement and all new employees hired during the life of this Agreement shall become and remain members of the Union within thirty (30) calendar days of employment.

(b) **An** Employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the membership and dues deduction conditions of this Article.

4.02 The Company agrees that authorization cards shall be signed by each employee concerned agreeing to deduct weekly from his earnings the regular Union membership dues. There shall be a check off from each weekly pay of an amount equivalent to Union dues from all Employees who come within the unit to which this Agreement applies. Such check off shall not apply to new Employees until they have completed thirty (30) calendar days of employment.

4.03 Commencing with the first dues deduction in January, 1970, the amount to be deducted from each Employee will be a sum equivalent to the regular monthly union dues as established by the Constitution of the United Steelworkers of America. Such deductions shall be made weekly and shall be remitted monthly and made payable to the International Treasurer of the United Steelworkers of America, and mailed to:

International Treasurer
United Steelworkers of America
P.O. **Box** 13083, Postal Station A
Toronto, Ontario
M5W 1V7

The monthly dues remittances shall be accompanied by a list (form 115) showing the names

of those employees for whom deductions have been made.

4.04 The Union shall indemnify and hold harmless the Company against any and all liability which may arise by reason of the check off by the Company of an amount equivalent to Union dues from Employees' wages in accordance with this Agreement.

4.05 The Company agrees to enter year to date totals for total earnings, taxes, Unemployment Insurance, Canada Pension Plan and union dues on the weekly deduction summary sheets attached to the Employees' pay cheques.

Further the Company agrees to enter the total amount of annual dues paid by each Employees on his or her T-4 Income Tax **Slip**.

ARTICLE 5 -- REPRESENTATION

5.01 The Union may elect or appoint and the Company shall recognize eleven (11) stewards, one of whom shall be the Chief Steward. Each Steward at the time of his appointment or election, shall have at least six (6) months seniority, shall be on the active roll of the Company and shall at all times while on Company property be subject to the rules and regulations to be observed by Employees.

5.02 Stewards other than the Chief Steward shall be allocated to seven (7) jurisdictions. One Steward will be recognized for the second shift Assembly, and one Steward will be recognized for

the combination of second shift Press and Tank departments. If either of these two areas are eliminated, the Steward will not be recognized.

5.03 A Steward with the approval of his Supervisor, which approval shall not be unreasonably withheld, shall be permitted during his working hours to leave his regular duties for a reasonable length of time to investigate and settle grievances. Such absence shall be recorded on a card supplied by the Company if the Company so requests.

5.04 In seeking the approval of his Supervisor to leave his regular duties, the Steward shall specify where he is going and with respect to a grievance arising in the Supervisor's area he shall specify the nature of the grievance(s) and the Employee(s) involved. Upon entering the area of a Supervisor other than his own to investigate and settle a grievance the Steward shall notify the Supervisor of the nature of the grievance(s) and the Employee(s) involved.

5.05 Upon request to and with the approval of his Supervisor (which approval shall not be unreasonably withheld) a Steward will be allowed to consult with the Chief Steward concerning grievances in his jurisdiction.

5.06 (a) The authorization of a Supervisor to a Steward to leave his work during working hours without **loss of** time or pay is subject to the understanding that the time **will** be devoted to the prompt handling of grievances and will not be abused and

that he will perform the work to which he is assigned at all times except when necessary to leave his work to handle grievances as provided herein. Whenever in the opinion of the Plant Manager more than reasonable time is being taken by the Chief Steward or Stewards to accomplish investigation and adjustment of a grievance, he may decline to approve payment for such time as he may consider to be excessive.

(b) The Company will endeavour to schedule meetings with Union Committees, Stewards, or member of Union Executive during normal working hours. Time spent on such matters outside of normal hours will be compensated for at time and one-half only if such meetings have been requested by Management.

(c) Notwithstanding the number of Employees recognized by the Company on the various Committees as designated by this Collective Agreement, the Local Union President shall be entitled to attend Committee Meetings.

5.07 The Union shall notify the Company in writing of the names of Stewards, the effective date of their respective appointments and the name of the former Stewards they are displacing or discontinuing.

5.08 Notwithstanding their seniority status the President, Vice-president, Recording Secretary, Financial Secretary, Treasurer and Chief Steward as referred to in 5.01 of Local Union 6868 shall in the event of layoff be retained or returned to a job, the duties of which they have the ability to perform. Department stewards will be retained provided work,

the duties of which they have the ability to perform, is available in their department.

The Company will not schedule other than the day shift for the Local Union President.

5.09 The Company agrees to recognize and deal with a Negotiating Committee of not more than two Employees plus the President, who shall be regular Employees of the Company, along with representatives of the International Union.

The Company agrees to allow members of the Negotiating Committee the day off work without loss of pay, on each day the Committee is scheduled to meet with Management.

5.10 The Company agrees to recognize a Labour/Management Relations Committee consisting of representatives of the Company and the Union. The Committee shall meet at the request of either party for the purpose of discussing matters of mutual concern. The Committee shall have power to make recommendations to the Union and the Company. Time spent by Employees in carrying out functions of the Committee shall be considered to be time worked.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. It is understood that an employee has no grievance until he has first given his immediate supervisor an opportunity to adjust his complaint.

6.02 No grievance shall be considered which was not filed within five (5) working days after the circumstances which gave rise to it came to the attention of or should have come to the attention of **the** Employee concerned.

6.03 Grievances shall be adjusted and settled as follows:

Step No. 1

The Employee and/or the Steward shall arrange to discuss the grievance with the Supervisor concerned. If a satisfactory settlement is not reached within two (2) working days following the presentation of the grievance, the grievance may be appealed to Step No. 2 at any time within two (2) working days but not thereafter.

Step No. 2

A written notice of appeal may be presented to the Human Resources Manager, setting forth the nature of the grievance, the date of the matter complained **of**, and provisions **of** this agreement that the Company has allegedly violated. The Human Resources Manager, General Supervisor and other Supervisory personnel as deemed required, shall meet with the Chief Steward and Department Steward within five (5) working days **of** receipt of this appeal, and render his decision in writing to the Chief Steward not later than three (3) working days next following the date upon which the meeting was held.

Step No. 3

Unadjusted grievances may be appealed to the Plant Manager through the Human Resources Department within five (5) working days of the delivery of the decision of the Human Resources Manager. Upon such an appeal the grievance shall be considered at a meeting of the Plant Manager and other appropriate representatives with the grievance committee who may be accompanied by an International Representative of the Union, this meeting to be held within seven (7) working days. The Grievance Committee shall not exceed three (3) in number. The decision of the Plant Manager shall be rendered in writing within three (3) working days of the meeting and failing settlement the Union may within seven (7) working days of such decision (but not thereafter) refer the matter to a Board of Arbitration as hereinafter provided.

6.04 If the final settlement of the grievance is not completed as above and if the grievance is one which concerns the interpretation or alleged violations of this Agreement the grievance may be referred within seven (7) working days (but not thereafter) by either party to a Board of Arbitration as hereinafter provided. The party requesting arbitration shall accompany its request by a statement describing the facts of the grievance and the issue to be decided by the Arbitration Board.

6.05 Should a difference arise between the Company and the Union regarding the interpretation or alleged violation of this Agreement which could not otherwise be resolved at lower steps of the grievance procedure because of the nature or scope of the subject matter of the grievance it may be taken up at

Step No. 3 of the grievance procedure outlined above. If no satisfactory settlement is reached, either party may within seven (7) working days after receipt of the other's decision (but not thereafter) file a request for arbitration in the manner outlined in Article 7. The party requesting arbitration shall accompany its request by a statement describing the facts of the grievance and the issue to be decided by the Arbitration Board.

6.06 A complaint or grievance which has been disposed of pursuant to the grievance and / or arbitration provision of this Agreement, shall not again be made the subject matter of a complaint or grievance during the life of this contract or any extension thereof.

6.07 Notwithstanding anything contained in this Agreement the time limits provided for herein may be extended by mutual agreement of the parties.

ARTICLE 7 – ARBITRATION

7.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, or that any employee has been unjustly disciplined, either of the parties may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbi-

tration and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall within five (5) days advise the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall, within five (5) days of the appointment of the second of them appoint a third person who shall be the Chairman. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairman within the time limits, then the Minister of Labour for the Province of Ontario may appoint a member of the judiciary, or if no member of the judiciary is available, some other qualified person to be Chairman, upon the request of either person.

7.02 No person may be appointed as Arbitrator who has been directly involved in an attempt to negotiate or settle a grievance.

7.03 The Arbitration Board shall hear and determine the matter and shall be final and binding upon the parties, and upon any Employee affected by it. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority decision, the decision of the Chairman shall govern.

7.04 The Board of Arbitration shall not be authorized to make any decisions inconsistent with the provisions of this Agreement nor to alter, modify, or amend any part of this Agreement nor to adjudicate any matter not specifically assigned to it by the statement of the party requesting arbitration. The Board shall, however, have power to modify or set aside any

penalty imposed by the Company relating to the grievance then before it. The Board may decide whether or not retroactive wages are payable because an Employee has been deprived of wages as a result of a violation of the Agreement by the Company.

7.05 Each of the parties to this Agreement will bear the expenses of the Arbitrator appointed by it, and the parties hereto will jointly bear, share and share alike, the expenses of the Chairman of the Arbitration Board.

7.06 Either party may request the services of the Ontario Labour Relations Act.

ARTICLE 8 – DISCHARGE AND DISCIPLINARY PROCEDURE

8.01 A suspended or discharged seniority Employee or the Chief Steward may present a grievance in writing to the Plant Manager or his designated representative at Step No. 3 of the grievance procedure. The Union will not question the dismissal of any probationary Employee nor shall the dismissal be the subject of a grievance unless the Employee alleges that he has been discriminated against in such discharge by reason of Union activity, and the Board of Arbitration shall not reverse his discharge on any other grounds.

8.02 When an Employee has been suspended or dismissed without notice he shall have the right to interview his Steward for a reasonable period of time before leaving the Company premises provided that

in cases where it is necessary to immediately expel a discharged Employee from the Company, the Steward shall be advised.

8.03 Such special grievance may be settled by confirming the Management's action in dismissing the Employee with or without compensation for time lost or by any other decision which is considered just and equitable in the opinion of the conferring parties.

8.04 Written notice of disciplinary action, to include a copy of attendance records in cases of discipline for absence, shall be given in the presence of a Union Steward where possible, with a copy to the Union. The parties agree that past written disciplinary actions issued to an Employee that have exceeded 12 months will not be taken into consideration in administering discipline.

Employees will be advised that a disciplinary matter is being investigated and dealt with within five (5) working days of the day that the precipitating incident came to the attention of the Company.

An employee's disciplinary record will be "frozen" during periods of layoff due to lack of work.

8.05 Justice and Dignity Provision

(a) An employee whom the Company suspends or discharges for an alleged absentee or tardiness violation, or an employee whom the Company alleges has quit, shall be retained at, or returned to active work until any grievance contesting such suspension or discharge is finally resolved through the grievance and arbitration procedure.

Grievances involving Employees, who are retained at work under this provision, will be handled in the Expedited Arbitration Procedure, unless the **Company and the Union mutually agree otherwise**. If the Arbitrator upholds the suspension or discharge of an Employee retained at work, the penalty shall be instituted after receipt of the arbitration decision.

(b) An employee whom the Company suspends or discharges, shall be retained at, or returned to active work and is expected to perform in a satisfactory manner while this procedure is followed (excluding the following situation stated in 8.05 (c)), until the Plant Manager, as per article 6.03, renders the decision of the third stage of the grievance procedure in writing.

(c) Where the suspension or discharge is for insubordination, harassment, fighting, theft and wilful destruction of Company property, or there is a violation of the Ontario Occupational Health and Safety Act, or the safety of other employees or management may be at risk, or where the employee is obviously impaired by alcohol, or drugs or other intoxicating or mind altering substance, the provision of article 8.05 (b) shall not apply.

ARTICLE 9 – SENIORITY

9.01 Seniority, as referred to in this Agreement shall mean length of continuous service in the Bargaining Unit, and shall prevail on a plant wide basis. Seniority shall be applied in determining preference for filling of Job Postings, Vacations, Layoffs

and Recall and as set out in other provisions of this Agreement.

9.02 (a) An employee shall be considered probationary for 720 hours worked, and will have no seniority rights during this period. After the probationary period, seniority shall date back to the date on which his employment began. A probationary employee shall receive Company benefits and the regular wage rate of the job after 480 hours worked.

(b) All new employees will be introduced to their department steward if they are available.

9.03 A Seniority List shall be posted on the Bulletin Board, by the Company, within 30 days of the signing of this Agreement. An up to date copy of this Seniority List shall be supplied to the Union every **six (6)** months.

(a) The Company and the Union agree to meet and review the need for establishing testing for new job postings or for re-testing current position(s) before implementing any such test.

9.04 (a) The Company recognizes that in filling job vacancies, (except positions excluded from the Bargaining Unit) senior Employees shall be entitled to preference.

In recognition, however, **of** the responsibility of the management for the operation of the Plant, it is understood and agreed that Management shall have the right to pass over any Employee if it considers that the Employee does not have the ability to perform the work. The Company agrees not to use this consideration in an unreasonable manner.

(b) Before awarding a permanent vacancy to an employee under this subsection, notice of the vacancy will be posted for three (3) working days, **during which time employees may apply in writing** for the position. An employee may apply for a vacancy, which would not be a promotion to him, through the established procedure, when a vacancy exists. The successful applicant to a lateral or downward move will not be permitted to make a further lateral or downward move for a period of six (6) months.

The Company will grant a ten (10) day familiarization period to the senior employee posting into a job class 9 or lower.

After the familiarization period, employees who cannot satisfactorily perform the requirements of the job will be disqualified and placed by the Company into a job that is held by the least senior employee in the plant whose job he/she can perform.

Employees awarded a job in job class 10 or above through the above job posting procedure who do not satisfactorily perform the requirements of the job will be disqualified and placed by the Company into a job that is held by the least senior employee in the plant whose job he/she can perform.

During the first ten (10) working days on the job, the employee may at his discretion return to his previous classification.

Up to two (2) additional moves will be allowed for each original permanent vacancy. All subsequent assignments shall be made by the Company. Temporary vacancies will be subject only to the original posting.

All applicants will be notified of the suc-

successful applicant within five (5) working days of the expiration of the job posting. The successful applicant will be placed on his/her new job, or will receive the rate of pay for the new job within ten (10) working days after notification.

(c) A vacancy will be temporary for up to twenty (20) consecutive working days; this period may be extended by mutual agreement. When it becomes apparent that a temporary vacancy will extend beyond twenty (20) working days the Company will post and award the temporary vacancy as per Article 9.04 (a) and (b) and such postings shall include the expected date of duration of such temporary vacancy. At the conclusion of the temporary vacancy, the Employee in the temporary vacancy will return to his/her original job.

(d) Successful applicants as defined in Clause 9.04 (a) to a lead hand position will serve up to a six (6) month assessment period as lead hand before becoming permanent to the position.

The vacancy created as a result of this appointment will be posted as a temporary position for the six (6) month period after which it will be posted as a permanent position, provided the lead hand concerned successfully completes the assessment period and becomes permanent in the position. In the event that the lead hand is, in the opinion of the Company, deemed not suitable for the position within the six (6) months assessment period he will be returned to his previous job.

9.05 (a) Where circumstances require a reduction in the work force for a period to exceed five (5)

working days, plant seniority shall be the governing factor providing the employee has the ability to perform the available work. Students will be the first to **be laid off, followed by probationary employees.** Then in order of seniority, employees affected by the layoff, (or the recall of such employees) shall have the opportunity to displace the least senior employee in any classification on any shift. An employee bumping or displacing into a job class seven (7) or lower will be granted a five (5) day familiarization period. After the familiarization period, employees who cannot satisfactorily perform the requirements of the job will be disqualified and placed by the Company into a job that is held by the least senior employee in the plant whose job he/she can perform.

In recognition however of the responsibility of the Management for the operation of the Plant, it is understood and agreed that Management shall have the right to pass over any Employee if it considers that the Employee does not have the ability to perform the work available. The Company agrees not to use this consideration in an unreasonable manner.

When employees are to be laid off under this Article, the Company will provide the Employees with Written Notice two (2) working days in advance of the layoff, and will provide to the Union a list of Employees to be laid off.

After the Union has received its copy of the layoff notice, discussions may take place between the Company and the Union regarding any Employee laid off out of seniority. This discussion would be held no later than 12 Noon on the day preceding the effective date of the proposed layoff.

If there are any changes following this discussion causing other persons to be laid off instead of those already notified, such persons shall receive notice of layoff prior to the end of their shift.

(b) Temporary layoffs of the work force for not more than three (3) working days, may be made without the application of the layoff provisions of this Agreement, provided that no Employee may be temporarily laid off under this sub-section for more than nine (9) working days in a calendar year. The Company and the Union may, by mutual agreement, extend the application of this sub-section.

However, should an Employee who having had the above mentioned nine (9) days layoff and while attempting to exercise his bumping rights would conflict with a senior Employee's rights, as referred to in 9.01, a meeting between the Company and the Union shall take place and the junior Employee in such situation will be laid off regardless and the senior employee in such situation will be retained provided he can perform the available work.

The Company will give notice of temporary lay off not later than the middle of the Employee's scheduled shift on the workday prior to the day(s) of layoff.

(c) In a planned reduction of the work force, students will be the first to be laid off followed by probationary employees. Employees will be considered for recall in order of seniority and recalled to the first available position provided they are able to perform the available work, and ultimately to their original position prior to the layoff. In the event that an employee is laid off out of a classification in a

department he will be recalled to that job when it becomes available without resorting to the job posting procedure.

9.06 The Company will endeavour to place employees who are disabled in their employment with the Company on jobs, which they are capable of performing.

9.07 An Employee will lose his seniority, and his employment with the Company shall terminate for any of the following reasons:

- (a) If he quits;
- (b) If he is discharged and such discharge is not reversed through the grievance procedure;
- (c) If he is laid off and fails to return to work within five (5) working days after he has been notified to do so by registered mail to his last known address;
- (d) If he overstays a leave of absence without cause acceptable to the Management;
- (e) If he absents himself for more than three (3) working days without notifying the Management;
- (f) In the event of unexpected accident or illness the Employee must advise the Company as soon as possible and upon his return must supply a medical certificate where the Company so requests;

(g) An Employee who has less than five (5) years seniority at the date of layoff will have his seniority maintained during continuous layoff for a period of up to one (1) year. An Employee who has five (5) years or more seniority at the date of layoff will have his seniority maintained during continuous

layoff for a period of up to two (2) years;

(h) An Employee away from work due to a non-industrial accident or illness and who has properly reported such accident or illness will be subject to the provisions of Clause 9.07 (g).

(i) An employee will accumulate credit for continuous service while absent due to an industrial accident or illness during the period of time that the Workers' Compensation Board determines that the Employee is temporarily totally disabled or until such time the Workers' Compensation Board determines that such Employee is permanently and totally disabled and unable to return to employment with the Company.

9.08 If Employees, belonging to this Bargaining Unit, are appointed to a supervisory or other salaried position within the Company, outside of the Bargaining Unit, they will retain **but** not accumulate seniority as it stands on the day they leave the Bargaining Unit for a period of up to a maximum of twelve (12) months. At any time during this maximum twelve (12) month period the Employee may return with the seniority retained on leaving, provided that such Employee pays to the Union an amount equal to the Union dues that would have been paid had the Employee remained within the Bargaining Unit. The Employee returning to the Bargaining Unit will be placed in an open vacancy.

ARTICLE 10 -- NOTICE OF LAYOFF

10.01 The Company will grant five (5) working days notice of permanent layoff.

10.02 The Company will grant two (2) months notice in the event of a planned, permanent, plant closure or a planned relocation of its operation. 25

ARTICLE 11 – REPORTING ALLOWANCE

11.01 When an Employee reports for work on time on his regular shift unless previously otherwise notified he shall be paid for not less than four (4) hours at his standard hourly rate, provided he reports promptly to his Foreman, and accepts such work as he may be directed to by his Foreman. If he refuses such work, he shall not be entitled to pay there under.

11.02 The provisions of the above paragraph shall not apply when such lack of work is due to circumstances beyond the Company's reasonable control or when the Employee has been absent from work and has failed to advise the Company of his intention to return before so reporting. In such cases, the Employee may be sent home and paid only for the actual time worked.

11.03 When an Employee is called in to work at a time other than his regular shift he shall be paid four (4) hours pay at his standard hourly rate or for the time actually worked at the applicable overtime premium whichever is the greater. When an Employee is called in to work and that time runs into his normal shift, the time worked prior to his normal shift will be treated as overtime.

ARTICLE 12 – STATUTORY HOLIDAYS

- 12.01** The Statutory Holidays are designated as:
- Day before Christmas Day
 - Christmas Day
 - Boxing Day
 - Day before New Years Day
 - New Years Day
 - Good Friday
 - Victoria Day
 - Dominion Day
 - Civic Holiday
 - Labour Day
 - Thanksgiving Day
 - Floater

The date of the Floating Holiday is to be mutually established. The total holidays are twelve (12) per contract year.

12.02 An Employee will be paid for eight (8) hours at his straight time hourly rate exclusive of shift and overtime premiums for the day of observance of the above designated holidays provided he meets all of the following rules: -

(a) The Employee has been employed thirty (30) calendar days as of the date of the holiday.

(b) The Employee must have worked the full scheduled shift on the last scheduled working day prior to and the next scheduled working day after such holiday.

(c) An Employee granted a one-day leave of absence, or who is absent because of provable sickness or injury, or is on a Union leave of absence

under Section 15.04 on the last scheduled working day prior to or on the next scheduled working day after such holiday, shall be deemed to have met the requirements of this Section.

(d) This article does not apply to Employees who are off work and collecting Workers' Compensation Benefits on the last scheduled working day prior to and the next scheduled working day after statutory holidays.

ARTICLE 13 - VACATIONS

13.01 Employees with less than one (1) year's service as of June 30th in any year will be entitled to receive a vacation of one (1) week, during such year and shall receive as their vacation pay an amount equal to four percent (4%) of their gross earnings in the preceding year.

13.02 Employees with one (1) year's service or over as of June 30th in any year will be entitled to receive a vacation of two (2) weeks during such year and shall receive as their vacation pay an amount equal to four percent (4%) of their gross earnings in the preceding year.

13.03 Employees with five (5) years of service or over as of June 30th in any year shall be entitled to receive a vacation of three (3) weeks during such year and shall receive as their vacation pay an amount equal to six percent (6%) of their gross earnings in the preceding year.

13.04 Employees with ten (10) years of service

or over as of June 30th in any year shall be entitled to receive a vacation of four **(4)** weeks during such year and shall receive as their vacation pay an amount equal to eight percent (8%) of their gross earnings in the preceding year.

13.05 Employees with twenty (20) years of service or over as of June 30th in any year will be entitled to receive a vacation of five **(5)** weeks during such year and shall receive as their vacation pay an amount equal to ten percent (10%) of their gross earnings in the preceding year.

13.06 Employees with twenty-five (25) years of service or over as of June 30th in any year will be entitled to receive a vacation of six **(6)** weeks during such year and shall receive as their vacation pay an amount equal to twelve percent (12%) of their **gross** earnings in the preceding year.

13.07 Vacation pay will not be allowed for vacations not taken. Any unused vacation privileges will be allowed to accumulate until conditions permit them to be exercised during the calendar year.

13.08 When an Employee's scheduled vacation day coincides with a paid Statutory Holiday or another day established by statute or decree for its observance, the Employee will work and be paid at a rate of time and one-half (1-1/2) in lieu of time off for the first scheduled work day following his/her scheduled vacation period, or the remaining vacation day will be scheduled at a later date to be mutually agreed to by the Company and Employee.

13.09 Employees who have worked a minimum of 1,040 hours during the vacation calculation period and who have been absent from work due to accident **or illness for thirty (30)** or over consecutive **calendar** days, shall have their vacation pay calculated at the greater of forty (40) hours at their current wage rate or two percent (**2%**) of gross earnings for each week of vacation entitlement. The Company has agreed to supply a statement of the calculation of vacation pay upon request.

13.10 To encourage Employees to take their vacations during the months of December, January, February, and March, a Vacation Bonus of \$40.00 per full week **of** vacation taken, will be paid to employees who take their vacation entitlement during the aforesaid months.

13.11 If the plant or entire departments are closed down for vacation purposes, the Company will post a notice of such Plant / Department Shutdown(s) on the bulletin boards not later than March 1. Employees that are eligible for vacation greater than the shutdown period, will notify their Supervisor of their preferred vacation within four (**4**) weeks of the posting of the Plant / Department Shutdown Period. The Employee's additional weeks of vacation will be scheduled where practical, giving preference to employees based on seniority. Vacation schedules shall not be changed without the consent of the affected employee except in the case of emergency.

13.11 (a) Employees wishing to take earned vacation time between February 1st. and March 31st of any

year shall have their request for such vacation submitted by no later than January 20th of that year. Vacation will be scheduled where practical, giving preference to employees based on seniority. Requests submitted after January 20th and prior to March 31st for vacation time between February 1st and March 31st shall be considered on a first come basis without consideration given to seniority.

13.12 Employees with twenty-five (25) or more years of service will be entitled to one (1) additional vacation day for each year of service over twenty-five (25) years, up to a maximum of five (5) days.

(i) When an Employee accumulates twenty-five (25) years of service as of June 30th in any year, he/she will be entitled to receive a vacation of six (6) weeks plus one (1) day during such year and shall receive as their vacation pay an amount equal to twelve point four percent (12.4%) of their gross earnings in the preceding year.

(ii) When an Employee accumulates twenty-six (26) years of service as of June 30th in any year, he/she will be entitled to receive a vacation of six (6) weeks plus two (2) days during such year and shall receive as their vacation pay an amount equal to twelve point eight percent (12.8%) of their gross earnings in the preceding year.

(iii) When an Employee accumulates twenty-seven (27) years of service as of June 30th in any year, he/she will be entitled to receive a vacation of six (6) weeks plus three (3) days during such year and shall receive as their vacation pay an amount equal to thirteen point two percent (13.2%) of their

gross earnings in the preceding year.

(iv) When an Employee accumulates twenty-eight (28) years of service as of June 30th in any year, he/she will be entitled to receive a vacation of six (6) weeks plus four (4) days during such year and shall receive as their vacation pay an amount equal to thirteen point six percent (13.6%) of their gross earnings in the preceding year.

(v) When an Employee accumulates twenty-nine (29) years of service as of June 30th in any year, he/she will be entitled to receive a vacation of six (6) weeks plus five (5) days during such year and shall receive as their vacation pay an amount equal to fourteen percent (14.0%) of their gross earnings in the preceding year.

ARTICLE 14 –PAY ON DAY OF INJURY

14.01 An Employee injured in an industrial accident (during working hours) shall be paid for the time lost on the day he/she was injured at his/her applicable hourly rate at the time of the accident.

ARTICLE 15 – LEAVE OF ABSENCE

15.01 The Company may grant leaves of absence without loss of seniority up to six (6) months to Employees for personal reasons having due regard to the operations of the plant, provided such request is made in writing and the reasons for the leave of absence stated. Extensions for further periods may be applied for and granted at the discretion of the Company, Such leave of absence if granted will be

without pay and without loss of seniority subject to the provisions of Article 12.02.

15.02 Any leave of absence will be in writing and no such leave will affect any Employee's seniority rights when used for the purpose granted. If an Employee **works** elsewhere while on leave of absence, he will lose all seniority unless he has written permission from the Company to do such work.

15.03 Any Employee of the Company appointed as an International Representative of the Union as long as the Union office held by him is a full time position shall be granted leave of absence by the Company for a period of two (2) years and may be extended for an additional two (2) year period and while on such leave of absence shall accumulate seniority.

15.04 Upon one (1) week's advance notice, the Company will grant a leave of absence of up to one (1) day to two (2) Union Representatives to attend meetings of the Area Council of the International Union and upon request may grant a leave of absence to a Union representative to attend a Union Convention, Conference or School.

15.05 The Company will grant maternity / paternity leave as prescribed by Provincial regulation.

ARTICLE 16 - BEREAVEMENT PAY AND JURY DUTY

16.01 In case of a death in the immediate family

of an Employee, the Company shall grant a leave of absence with pay not to exceed seven (7) days in the death of an employee's spouse or child, three (3) days for mother, father, mother-in-law, father-in-law, brother, sister, grandparents, and grandchildren. Beginning November 18, 2003 four (4) days for mother or father.

In case of the death of an employee's sister-in-law, brother-in-law, he/she will be allowed one (1) day's absence at his/her regular rate, for the day of the funeral.

To be eligible for such bereavement pay, the Employee must not be off work on account of illness, accident, compensation, or layoff at the time for which the leave is requested.

16.02 The Company shall pay to any Employee who may be required to serve as a juror or who may be subpoenaed by the Crown to appear as a Crown witness, the difference between the amount received for such service and the amount the Employee would normally have received for a regular work day, provided that the said Employee shall return to work each day immediately upon being discharged from jury duty where practicable.

16.03 The Employee may be required to present written proof that he/she was required to and did serve as a juror during the period for which he/she requests his/her pay.

ARTICLE 17 – SAFETY AND HEALTH

17.01 The Company agrees to continue to make every reasonable effort to provide safe and healthful conditions of work for its Employees. It will also continue to make available to its Employees protective equipment and protective clothing when necessary and required by the conditions peculiar to the job and without cost to the Employees. The Union agrees to co-operate with the Company in encouraging its Employees to observe such safety and health regulations as from time to time may be prescribed.

17.02 The Company and the Union shall maintain a Joint Safety and Health Committee consisting of three (3) members from the Union, with equal representation from the Company in the Hamilton Plant.

The purpose of the Joint Committee shall be to make recommendations to the Plant Manager for the elimination of unsafe practices and unsafe working conditions. The Committee shall meet once per month, and shall have as its primary purpose, the prevention of accidents, and the prompt investigation of the nature and cause of accidents or injury. Minutes of all Meetings shall be kept, and copies posted on the Bulletin Board. Prior *to* the regular monthly meeting, the Committee may inspect the workplace for the purpose of identifying hazardous conditions or unsafe practices. At the conclusion of the inspection, a written report will be prepared. The recommendations and suggestions of this report as well as the action to be taken to correct unsafe conditions ~~or~~ practices will be discussed at the monthly meeting of the Joint Safety and Health Committee.

A Union Safety Committee Member will be called upon to participate in Dept. of Labour

Plant Inspections, and / or inspections of any environmental or safety nature within the Plant as they occur. The results of such inspections will be reviewed by the Joint Health and Safety Committee at the monthly meeting.

Reports of all inspections performed under Article 17 as well as all records of accidents and occupational illness shall be made available to the Joint Health and Safety Committee.

17.03 The Company shall provide adequate First Aid for all Employees during their working hours. The names of trained First Aid Attendants will be posted on the Bulletin Boards.

17.04 (a) Safety and Health Training

General: The Company recognizes the special need to provide appropriate safety and health training to all Employees. Training Programs shall recognize that there are different needs for safety and health training for newly hired Employees, Employees who are transferred or assigned to a new job and Employees who require periodic retraining. The Safety and Health Committee may make recommendations on these and other safety education matters.

(b) Training of Newly Hired Employees

Newly hired Employees shall receive training in the general recognition of safety and health hazards, their statutory and basic labour contract rights and obligations and the purpose and operation of the Company's Safety, Health and Medical functions, and the Joint Safety and Health Committee. In addition, upon initial assignment to a job, such

Employees shall receive training on the nature of the operation or process, the safety and health hazards of the job, the safe working procedures, the purpose, use and limitations of personal protective equipment required, and other controls or precautions associated with the job.

The Joint Safety and Health Committee shall, upon request, be afforded the opportunity to review the training program for newly hired Employees at Plant Level.

(c) Training of Other Employees

The training of Employees other than those newly hired by the Company shall be directed to the hazards of the job or jobs on which they are required to work. Such training shall include hazard recognition, safe working procedures, purpose, use and limitations of special personal protective equipment required and any other appropriate specialized instruction.

(d) Retraining

As required by an Employee's job and assignment area, periodic retraining shall be given on safe working procedures, hazard recognition, and other necessary procedures and precautions.

The Joint Health and Safety Committee will be informed prior to installation of any major piece of equipment or machinery, for the purpose of ensuring that all health and safety considerations are met.

17.05 Employee Recovery Program

The Company and the Union recognize that many health, social and behavioral problems can be successfully treated, and that treatment is in the

best interest of the workers, the Union and the Company. Therefore, the Company and the Union agree to work co-operatively, within the framework of existing contractual agreements, to provide effective professional and confidential assistance and access to treatment for those Employees in need.

17.06 (a) Overalls will be supplied to the following: Maintenance Electricians, Maintenance Mechanics, Press Set-up, Black Line Set-up, Enamellers, Mill Room Operators, Black Line Lead Hand, Glass Line Lead Hand, Wheelabrator and Product Welders. These will be supplied clean each week but Employees will be responsible for any **loss**. A Boot Allowance of up to \$110.00 per year will be allowed to Enamellers when new boots are required. A Boot Allowance of up to \$100.00 per year will be allowed to all other Employees when new boots are required. An additional \$10.00 Boot Allowance will be paid for those Employees purchasing boots with metatarsal guards. This boot allowance will be increased to \$105.00 / \$115.00 on December 1, 2002 and further increased to \$110.00 / \$120.00 on December 1, 2003.

(b) The Company agrees to pay the cost of Prescription Safety **Glasses** to a maximum of \$150.00 per year, when new glasses are required. This allowance will increase to a maximum of \$160.00 per year on December 1, 2002 and further increase to a maximum of \$170.00 on December 1, 2003.

17.07 The Company agrees to keep a Log Book at each First Aid Station, which will be used to

record Name, Date, Time and reason for First Aid.

17.08 The Company agrees to pay the cost of registration and lost time for Committee approved Occupational Health and Safety Education courses, to a maximum of five (5) weeks per year, to be shared by the Committee Members.

17.09 The Company agrees to co-operate in the early and safe return to work of employees as prescribed by the Workplace Safety and Insurance Act, who have become disabled as a result of work related injuries. The Company further agrees to first make a reasonable attempt to modify the employee's current workstation, if required, to meet his/her functional abilities. The Company will consider recommendations made by the Joint Health and Safety Committee concerning these modifications.

ARTICLE 18 -- GENERAL

18.01 The Company agrees to provide two (2) Bulletin Boards for the use of the Union, at appropriate locations upon which the Union shall have the right to post Notices relating to matters of interest to the Union and the Employees. Providing the Announcements or Notices do not contain anything offensive, or reflect in a negative manner **upon** the Company or any of its Employees.

18.02 Copies of Agreement

The Company agrees to pay the cost of having printed an adequate number of copies of the Collective Agreement **and** to supply one copy to each

Employee as soon as possible after the date of signing of the current Collective Agreement, and thereafter upon the date of hiring.

18.03 Method of Payment

The Company will pay each hourly Employee weekly, by cheque or direct deposit at the employee's option in a sealed envelope, which will be distributed on Thursdays. The Union agrees not to hold the Company responsible for mechanical and other failures that may cause the pay to be issued on Fridays.

ARTICLE 19 – HOURS OF WORK AND OVERTIME

19.01 The following paragraphs are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or week or otherwise.

19.02 The standard workweek is one of forty (40) hours consisting of five (5) days of eight (8) hours each, Monday through Friday, inclusive.

19.03 The standard working hours are defined as follows but may be subject to change by mutual consent between the Company and the Union.

(a) Single Shift Operations: The shift will commence at 7:30 a.m. and end at 4:00 p.m. with one-half hour for lunch.

(b) Double Shift Operations: The first shift will commence at 7:00 a.m. and end at 3:00 p.m. and

the second shift will commence at 3:00 p.m. and end at 11:00 p.m. All Employees on a two shift operation will be allowed a twenty-minute (20) paid lunch period with a five-minute (5) wash-up before the lunch period and a further five (5) minute wash-up at the end of the working day, in lieu of any other paid break periods provided under this Agreement.

(c) Triple Shift Operations: The first shift will commence at 7:00 a.m. and end at 3:00 p.m. The second shift will commence at 3:00 p.m. and end at 11:00 p.m. The third shift will commence at 11:00 p.m. and end at 7:00 a.m. All Employees on a three (3) shift operation will be allowed a twenty-minute (20) paid lunch period with a five-minute (5) wash-up before the lunch period and a further five-minute (5) wash-up at the end of the working day, in lieu of any other paid break periods provided under this Agreement.

(d) As an alternative to a normal second shift in the Shipping and Receiving Dept., a shift commencing at 12:00 noon and ending at 8:00 p.m. may be instituted.

(e) The standard shift for employees required for set up duties may commence and end one (1) hour prior to the aforementioned times.

(f) Employees working in departments requiring shift work, may be required to workrotating shifts.

19.04 Shift assignments for each calendar week in which there is a change will be posted or otherwise made known to the Employees affected by 2:00 p.m. Thursday of the preceding week. Assignments

may be changed by the Company at any time providing, however, that any changes made after 2:00 p.m. Thursday **of** the week preceding the calendar week in which the change **will** be compensated by **the** payment of time and one-half for the hours worked outside of the previously scheduled shift. This premium payment shall apply *to* the first shift worked following the shift change, but not in the case of job posting awards or in the case of Employees being recalled from layoff.

19.05 The Company will pay a premium of thirty (.30) cents per hour for all Employees employed on the second shift and a premium of thirty-five (.35) cents per hour for all Employees employed on the third shift.

19.06 There will be a ten (10) minute break during the first four (**4**) hours of each shift and a ten (10) minute break during the second four (**4**) hours of each shift. Employees will be permitted a five (**5**) minute wash-up before the lunch period and a further five (5) minute wash-up at the end of their working day.

Employees who for personal or other reasons leave the plant at a time other than their regular quitting time will be allowed a five (5) minute wash-up period.

Employees working more than one (1) hour of overtime will be permitted a ten (10) minute break prior to the commencement of such overtime.

Employees working three hours or more of overtime will be permitted an additional ten (10) minute break at the commencement of their third hour of overtime.

19.07 All employees who work more than two (2) hours following directly after their regular shift shall have four dollars (**\$4.00**) added to their wages for each such occasion as a supper allowance.

19.08 Time and one half the standard hourly rate will be paid as follows:

(a) For authorized time worked in excess of eight (8) hours in a twenty-four (24) hour period.

(b) For authorized time worked on a Saturday that does not form part of an Employee's standard workweek;

(c) For authorized time worked beyond the forty (40) hours standard work week;

(d) For authorized time worked on a Statutory Holiday or day established by statute or decree in lieu thereof and such time and one-half payment shall be in addition to the Statutory Holiday pay.

19.09 Double the standard hourly rate will be paid as follows:

(a) For authorized time worked on a Sunday that does not form part of an Employee's standard workweek;

(b) For authorized time worked in excess of twelve (12) hours in a twenty-four (24) hour period;

(c) For authorized time worked in excess of eight (8) hours on a Saturday that does not form part of an Employee's standard workweek.

19.10 There shall be no pyramiding of overtime.

19.11(a) in distributing overtime work; the Company will give first preference to the Employee

who performs the majority of such work during the preceding shift.

(b) Where there is more than one person performing the same amount of work on a particular classification during the same day, overtime will be distributed as follows:

- 1) most senior in the classification;
- 2) next most senior in the classification until all in classification have been asked;
- 3) most senior qualified employee in the department.

In distributing Saturday or Sunday overtime work the Company will give first preference to the employee who performs the majority of such work during the Thursday "Day" shift.

If on a particular line requiring Saturday or Sunday overtime there is an "afternoon" shift assigned, the employees on that "afternoon" shift will be given preference, for the overtime assignment, after exhausting all qualified employees working on that line on the "day" shift, but before any qualified employee in another department is asked.

Note Classification means Job Description.

19.12 The Company will give notice of overtime as far in advance as is practicable. Overtime is accepted on a voluntary basis. When an employee accepts and agrees to work the scheduled overtime and fails to report for that overtime his/her absence will be included in the employee's attendance record.

When overtime is to be worked on a weekend affected Employees will be advised during their shift on the previous Thursday. Overtime may be

cancelled by the Company in the event of a breakdown of equipment or cessation of operations beyond the control of the Company.

19.13 For purposes of job posting, bumping and overtime assignment in the Tank Department the following process will be followed:

Each of the three lines, Black Tank Line, Glass Line, and Glass Lining will be considered as separate Departments. All job postings and overtime distribution in these three areas will follow the appropriate Articles of the Collective Agreement, recognizing that the above are separate departments. When the distribution of overtime exhausts all steps contained in Article 19.11 (a) & (b), the most senior qualified employee in the Tank Department, followed by the next most senior most senior qualified employee will be offered the overtime until all qualified employees in the Tank Department have been offered the overtime. Only then will overtime be offered to qualified employees outside of the Tank Department.

19.14 For the purposes of job posting, bumping and overtime assignment in the Tank Department the following welding operations will be identified separately as follows rather than as Product Welders:

- Set-up and Operate Head Welder
- Set-up and Operate Flue-to-Bottom Welder
- Set-up and Operate Bottom Welder
- Set-up and Operate Flue-to-Head Welder
- Hanger Welder B.T.L.
- Patch Welder B.T.L.
- Patch Welder G.T.L.

These jobs will retain the CWS Job Class 12

ARTICLE 20 – TECHNOLOGICAL CHANGE

20.01 The Company is concerned about the impact on Employees and conditions of employment resulting from technological improvements and automation. Accordingly, the Company and the Union agree to the following:

20.02 For the purpose of this agreement technological change shall be understood to mean a change related to the introduction of new **or** modified equipment, material or process that significantly affects the security of employment of Employees in the Bargaining Unit.

20.03 It is the intent of the Company to notify the Union, as far in advance as possible as to the technological changes that will take place.

20.04 Displacement of Employees, and Job Postings resulting from technological change will be handled in accordance with the provisions of this Collective Agreement.

20.05 Where technological changes occur which do not displace an Employee but which through advanced technology of that equipment, material or process, change the requirements **or** procedures; the Company will make every effort to retrain the existing operator of that equipment. The operator shall be given adequate time, in the opinion of the Company to become proficient on the new equipment.

20.06 The Company recognizes that in some instances, and due to circumstances beyond its control or the Employee's control, it may not be possible to retrain the existing operator, in which case the Company agrees after making reasonable effort at retraining that Employee, that the Employee will be displaced from the job but he/she will be subject to the provisions of Article 9.05 (a) of this Agreement. Any job so vacated would then be subject to Article 9.04 (a) and (b) of this Agreement.

20.07 Nothing in the foregoing shall be construed to prevent the Company from hiring and employing, for temporary periods, a person or persons to operate the new or revised machinery while retraining the former operator.

20.08 The Company will not exercise its rights and obligations detailed above in an arbitrary or discriminatory manner nor in a manner contrary to the specific provisions of the Collective Agreement.

ARTICLE 21 – NO STRIKES – NO LOCKOUTS

21.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees, that during the lifetime of this Agreement, there will be no strike, slowdown or stoppage of or interference with work or production, either complete or partial and the Company agrees that there will be no lock-out of Employees.

21.02 The Union further agrees that it will not

involve any Employee of the Company, or the Company itself, in any dispute, which may arise between any other employee and the Employees of **such other employer.**

ARTICLE 22 – GROUP INSURANCE

22.01 (a)The Company agrees to provide Group Insurance coverage including Life Insurance and Accidental Death and Dismemberment Insurance in the amounts listed below:

EFFECTIVE:	Dec 1/00	Dec 1/02	Dec 1/03
Life Insurance	\$30,000	\$30,000	\$32,000
A. D. & D.	\$26,000	\$27,000	\$28,000

EFFECTIVE:	Dec 1/00	Dec 1/02	Dec. 1/03
Retiree Life Insurance	\$3,000	\$4,000	\$4,000

(b) The Company agrees to provide Weekly Indemnity coverage to a maximum of twenty-six (26) weeks, starting with the first day of a non-occupational accident or the fourth day in case of sickness in the following amounts:

EFFECTIVE:	Dec 1/00	Dec 1/02	Dec 1/03
Weekly Indemnity	\$445.00 Week	\$450.00 Week	\$455.00 Week

22.02 The Company agrees to provide a Major medical Plan to provide benefits for such items as private duty nursing and dental treatment in case of accident. Benefits will be 100% of all eligible

charges, except as specified below for dental coverage. The Major Medical Plan will also provide that drugs dispensed by a licensed pharmacist will be on a no deductible basis. A Dental Plan effective January 1, 2002 similar to Blue Cross Plan #7 with Rider #1, based on the 2001 O.D.A. fee schedule will provide 90% coverage for Employees and dependents as defined. Effective January 1, 2003 the Dental Plan will be based on the 2002 O.D.A. fee schedule with a 10% cost share to be paid by the employee.

Effective January 1, 2004 the Dental Plan will be based on the 2003 O.D.A. Fee Schedule with a ten percent (10%) cost share to be paid by the employee.

Effective January 1, 1999 the Company will pay for dentures and the maintenance of them at fifty percent (50%).

22.03 RETIREE BENEFITS

The Company will allow major medical coverage with a \$5,000 annual limit per family, for retired employee and spouse, provided the employee reimburses the Company with the applicable premiums. This applies to early retirees at the age of sixty (60) years, with a minimum of thirty (30) years of service. This is a letter of understanding for the current agreement only.

22.04 The Company agrees that when a major medical drug claim exceeding \$50.00 has not been paid by the Insurance Carrier within fourteen (14) calendar days from the date of submission by the

employee to the Company, the Company will, upon request by the Employee, pay the amount of the claim to the Employee within three (3) working days. **Upon** receipt of the **cheque** from **the** Insurance Carrier, the Employee will reimburse the Company.

ARTICLE 23 – PENSION PLAN

23.01 The Company has agreed to make available to all Employees in the Bargaining Unit, a Pension Plan as described in Schedule “A” to this Agreement.

Effective December 1, 2001 the minimum monthly pension payable to an Employee eligible for pension there under who retires on his normal retirement date or postponed retirement date, shall be \$34.00 multiplied by the Employee’s Credited Service.

Effective December 1, 2003 the Pension Plan shall be amended to increase the minimum monthly pension to \$38.00 per month, multiplied by Credited Service.

The increase will apply to all members who retire during the life of this Agreement subject to any Revenue Canada limitations.

23.02 Effective December 1, 1994, Employees with thirty (30) or more years of service may retire with full Pension Benefits.

23.03 No matter affecting the plan or its application or administration shall be subject to grievance or arbitration procedures.

ARTICLE 24 – WAGES

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24.01 The Co-operative Wage Study (C.W.S.) Manual for Job Description, Classification and Wage Administration, dated November 18th, 1968, (herein referred to as “the Manual”) is incorporated into this Agreement as Appendix “B” and its provisions shall apply as if set forth in full herein.

24.02 Each Employee’s job shall be described and classified and a rate of pay applied to such Employee in accordance with the provisions of this Agreement.

24.03 The Company agrees that as a November 18, 2001 the Classification and Wage Schedule as provided in Appendix “A” will take effect, and will be amended as follows:

Effective November 18th, 2002 a \$0.20 increase to the base rate of each Job Class.

Effective November 18, 2003 a \$0.30 increase to the base rate of each Job Class.

A one time Lump Sum Payment of \$150.00 (**gross**) will be paid to all non-probationary Employees actively on the payroll on the date of ratification of this Agreement. Employees on Workplace Safety & Insurance Board Benefits or Weekly indemnity will receive this payment immediately and those employees on lay-off will receive this payment if they return to active employment within one (1) year.

APPENDIX ‘A’ CLASSIFICATION AND WAGE SCHEDULE

Effective Nov. 18/2001

Work Class	Work Class Rate	Probationary Rate	Student Rate
1	\$15.785	\$13.140	\$12.140
2	15.990	13.345	12.345
3	16.195	13.550	12.550
4	16.400	13.755	12.755
5	16.605	13.960	12.960
6	16.810	14.165	13.165
7	17.015	14.370	13.370
8	17.220	14.575	13.575
9	17.425	14.780	13.780
10	17.630	14.985	13.985
11	17.835	15.190	14.190
12	18.040	15.395	14.395
13	18.245	15.600	14.600
14	18.450	15.805	14.805
15	18.655	16.010	15.010
16	18.860	16.215	15.215
17	19.065	16.420	15.420
* 18	19.270	16.625	15.625
* 19	19.475	16.830	15.830
* 20	19.680	17.035	16.035
* 21	19.885	17.240	16.240
* 22	20.090	17.445	16.445
* 23	20.295	17.650	16.650
* 24	20.500	17.855	16.855
* 25	20.705	18.060	17.060
* 26	20.910	18.265	17.265

*See Appendix "B" for Skilled Trades

APPENDIX "A" CLASSIFICATION AND WAGE SCHEDULE

Effective November 18, 2002

Work Class	Work Class Rate	Probationary Rate	Student Rate
1	\$15.985	\$13.340	\$12.340
2	16.190	13.545	12.545
3	16.395	13.750	12.750
4	16.600	13.955	12.955
5	16.805	14.160	13.160
6	17.010	14.365	13.365
7	17.215	14.570	13.570
8	17.420	14.775	13.375
9	17.625	14.980	13.980
10	17.830	15.185	14.185
11	18.035	15.390	14.390
12	18.240	15.595	14.595
13	18.445	15.800	14.800
14	18.650	16.005	5.005
15	18.855	16.210	5.210
16	19.060	16.415	5.415
17	19.265	16.620	5.620
* 18	19.470	16.825	5.825
* 19	19.675	17.030	6.030
* 20	19.880	17.235	6.235
* 21	20.085	17.440	16.440
* 22	20.290	17.645	16.645
* 23	20.495	17.850	16.850
* 24	20.700	18.055	17.055
* 25	20.905	18.260	17.260
* 26	21.110	18.465	17.465

*See Appendix "B" for Skilled Trades

APPENDIX "A"
CLASSIFICATION AND WAGE SCHEDULE

Effective November 18, 2003

Work Class	Work Class Rate	Probationary Rate	Student Rate
1	\$16.285	\$13.640	\$12.640
2	16.490	13.845	12.845
3	16.695	14.050	13.050
4	16.900	14.255	13.255
5	17.105	14.460	13.460
6	17.310	14.665	13.665
7	17.515	14.870	13.870
8	17.720	15.075	14.075
9	17.925	15.280	14.280
10	18.130	15.485	14.485
11	18.335	15.690	14.690
12	18.540	16.895	15.895
13	18.745	16.100	15.100
14	18.950	16.305	15.305
15	19.155	16.510	15.510
16	19.360	16.715	15.715
17	19.565	16.920	15.920
* 18	19.770	17.125	16.125
* 19	19.975	17.330	16.330
* 20	20.180	17.535	16.535
* 21	20.385	17.740	16.740
* 22	20.590	17.945	16.945
* 23	20.795	18.150	17.150
* 24	21.000	18.355	17.355
* 25	21.205	18.560	17.560
* 26	21.410	18.765	17.765

*See Appendix "B" for Skilled Trades

APPENDIX "B"
CLASSIFICATION AND WAGE SCHEDULE

FOR SKILLED TRADES**Effective November 18, 2001**

C.W.S.JOB CLASS	WORK CLASS	WORK RATE	PROBATIONARY RATE
18	91	20.270	18.370
19	92	20.475	18.575
20	93	20.680	18.780
21	94	20.885	18.985
22	95	21.090	19.190
23	96	21.295	19.395
24	97	21.500	19.600
25	98	21.705	19.805
26	99	21.910	20.010

Effective November 18, 2002

18	91	20.470	18.570
19	92	20.675	18.775
20	93	20.880	18.980
21	94	21.085	19.185
22	95	21.290	19.390
23	96	21.495	19.595
24	97	21.700	19.800
25	98	21.905	20.005
26	99	22.110	20.210

Effective November 18, 2003

18	91	20.770	18.870
19	92	20.975	19.075
20	93	21.180	19.280
21	94	21.385	19.485
22	95	21.590	19.690
23	96	21.795	19.895
24	97	22.000	20.100
25	98	22.205	20.305
26	99	22.410	20.510

24.04 Effective on the date specified in Section

24.03, all Employees shall have their rates of pay adjusted as follows:

(a) If the Employee is not receiving an out-of-line differential prior to the date specified in Section **24.03**, the rate of pay of such Employee shall be adjusted to conform to the standard hourly rate for that Employee's job, as provided in Section **24.03**.

(b) If the Employee is receiving an out-of-line differential prior to the date specified in Section **24.03**, the rate of pay of such Employee shall be increased by the amount by which the rate for Job Class 1 has been increased, as provided in Section **24.03** and the following shall govern:

1. If the Employee's new rate resulting from such increase is greater than the standard hourly rate for the job, as provided in Section **24.03**, the amount by which such Employee's new rate is greater than the rate provided in Section **24.03** shall become such Employee's new out-of line differential (which shall replace the former out-of-line differential) and shall apply in accordance with the provisions of this Agreement.

2. If the Employee's new rate resulting from such increase is equal to or less than the standard hourly rate for the **job**, as provided in Section **24.03**, the rate of pay of such Employee shall be adjusted to conform to the standard hourly rate for the job, as provided in Section **24.03**, and the former out-of-line differential shall be terminated.

24.05 **As** of the date the Standard Hourly Wage Scale becomes effective, the standard hourly rate for each job class shall be the standard hourly rate for all

jobs classified within such job class and shall so continue for the duration of the Standard Hourly Wage Scale and shall be applied to any Employee in accordance with the provisions of this Agreement

24.06 Each standard hourly rate established under Section 24.03 shall be:

(a) The established rate of pay for all hours paid for on a non-incentive job; and

(b) The established hourly base rate and minimum guaranteed rate of pay under any incentive applied to the job in accordance with the provisions of this Article.

24.07 Except as otherwise provided by this Agreement, the established rate of pay for each production or maintenance job, other than a trade or craft or apprentice job, shall apply to any Employee during such time as the Employee is required to perform such job.

24.08 Except as otherwise provided by this Agreement, the established rate of pay for a trade or craft or apprentice job shall apply to any Employee during the time such Employee is assigned to the respective rate classifications in accordance with the provisions of this Agreement.

Out-of-Line Differentials

24.09 The Company shall furnish to the Union a list agreed to by the Company and the Union of Employees who are to be paid "out-of-line differential". Such list shall contain the following information:

(a) Name of incumbent to whom such out-of-line differential is to be paid.

(b) Job title of job on which out-of-line differential is to be paid.

(c) Job Classification of such job.

(d) Standard hourly rate of such job.

(e) Amount of out-of-line differential.

(f) Date such out-of-line differential became effective.

24.10 Except as such out-of-line differential may be changed by the means hereinafter provided, any Employee included in the **list** referred to in Section 24.09 shall continue to be paid such out-of-line differential during such time as the Employee continues to occupy the job for which the differential was established.

24.11 If an Employee with an out-of-line differential is transferred or assigned to a job having a higher standard hourly rate, then the differential shall be reduced by the amount of the increase in the standard hourly rate.

24.12 If, as a result of layoff and the exercise of seniority rights, an Employee with an out-of-line differential is moved to a job having a lower standard hourly rate, then the out-of-line differential shall be cancelled.

24.13 If such Employee referred to in Sections 24.11 and 24.12 shall be returned to the job for which the out-of-line differential was established, the out-of-line differential shall be reinstated except as it

may have been reduced or eliminated by other means.

24.14 When an employee would, in accordance with the terms of his Agreement, be entitled to receive his regular rate, he shall also receive any **out-of-line** differential to which he is entitled.

24.15 In addition to the means herein provided, increases in the increment between job classes shall be used to reduce or eliminate out-of-line differentials.

24.16 Except for the application of out-of-line differentials as called for herein, the terms of this Agreement governing transfers shall apply.

Temporary Transfer

24.17(a) An Employee who **is** temporarily transferred from his regular job shall be paid the standard hourly rate of the job to which he has been transferred, provided such rate is not less than that of his regular job. if the rate of the job to which he is temporarily transferred, but not as a result of a layoff is less than the rate of his regular job, he shall be paid the rate of his regular job during the period of such temporary transfer.

(b) Temporary transfers may be made for up to twenty **(20)** consecutive working days. However, this time may be extended by mutual consent between the Company and the Union. Experience so gained will not be taken into account when awarding job postings.

Learner Rates

24.18 Learner jobs requiring “learner” rates, due to lack of adequate training **opportunity provided by** the promotional sequence of related jobs, shall be negotiated and made a part of this Agreement.

24.19 A schedule of learner rates for the respective learning periods of 520 hours of actual learning experience with the Company on jobs for which training opportunity **is** not provided by the promotional sequence of related jobs, shall be established at the level of the Standard Hourly Wage Scale rates **for** the respective job classes. This determination shall be on the basis of the required employment training and experience time specified in Factor 2 of the job classification record of the respective job as follows:

- (a) Code C: Seven to twelve months;
 - (1) One learner period classification at a level two job classes below the job class of the job.
- (b) Code D: Thirteen to eighteen months; a first learner period classification at a level four job classes below the job class of the job, and
 - (1) A second learner period classification at a level two jobs classes below the job class of the job.
- (c) Code E and higher: Nineteen months and above:
 - (1) A first learner period classification at a level six job classes below the job class of the job, and

- (2) A second learner period classification at a level four job classes below the job class of the job, and
- (3) A third learner period classification at a level two job classes below the job class of the job,
- (4) Employees who have had no related work experience in relation to the respective job shall serve an additional **520** hours of work in the learner period two jobs classes below the job class of the job.

24.20 The learner periods, as provided in Section **24.19**, shall apply to those jobs listed in Appendix "C" of this Agreement, except as otherwise mutually agreed between the Company and the Union and so indicated in Appendix "C". Learner periods shall apply only to jobs in Job Class 8 and up, except where the provisions of Section **24.21** and **24.22** apply.

24.21 The Company, at its discretion, may apply a learner rate to a learner on any job where another Employee other than the learner is on **the** job, provided the learner rate applied is:

(a) In the case of an Employee hired for the learning job, the standard hourly Rate for Job Class **2**; or

(b) In the case **of** an Employee transferred from another job in the plant, the lower figure of:

1. the standard hourly rate of the job from which transferred; or

2. the standard hourly rate of the job being learned.

24.22 The learner provisions set forth in Section 24.21 shall apply:

- a. for a period of time sufficient to learn to do the job, provided that such period shall at no time exceed 520 hours;
- b. only to provide replacements for job vacancies; and
- c. in accordance with the provisions of this Agreement for filling vacancies.

24.23 The Company shall furnish the Union on the form set forth as Exhibit “E” of the Manual, a list of **jobs** agreed to by the Company and the Union as appropriate for the application of learner rates. Such list may be added to or deleted from by mutual agreement of the Company and the Union. The schedule of learner rates set forth in Section 24.19 shall apply only to jobs in this list.

24.24 Employees’ time spent on a job requiring a learner schedule shall be cumulative. Periods of less than eight (8) **hours** shall not be counted toward completion of a learner schedule, but shall be paid for at the standard hourly rate of the job.

24.25 Any Employee who has qualified for a job through a learner schedule shall not be required to repeat that learner schedule.

24.26 The established learner rate of pay for each learner period classification shall apply in accor-

dance with the learner training periods as defined in Section 24.19. However, an Employee whose current rate of pay is higher than the minimum rate of a learner job to which he has acceded, shall maintain his current rate, but not higher than the standard hourly rate of the job being learned until such time as the rate for the applicable learner period classification is equal to or exceeds his present rate.

24.27 Any Employee, when assigned to a job on which a learner rate applies, shall be credited in the learner schedule with all time previously worked on such job, or in the case of a "grouped" job, on a job in such group. It is agreed that such past time shall be computed from reasonably recent records of the Company.

Trade of Craft and Assigned Maintenance Convention

24.28 In addition to the provisions of the Manual for describing and classifying trade or craft and assigned maintenance jobs the following shall apply:

(a) The description and classification shall be carried out in accordance with the manual.

(b) The job classification of trade or craft jobs, having been classified as in Paragraph (a), above, shall be increased by two job classes and the two job classes shall be incorporated into the total classification of the job.

(c) The job classification of assigned maintenance jobs, having been classified at job class eleven or higher as in Paragraph (a), above, shall be increased by two job classes which shall be incorporated into the total classification of the job.

(d) Where a change in an existing job requires a new description and classification for a job on which this convention has already been **applied**, such **job shall be reclassified** in the same manner as that followed prior to the application of this convention and the provisions of Paragraph (a), (b) and (c), above, shall apply.

Incentives

24.29 Should the Company desire to install incentives to cover any jobs, the following shall govern:

(a) The standard hourly rates for the respective jobs shall be the base rates and minimum hourly guaranteed rates for such incentives.

(b) The Company shall work out the details of the plan and submit it in detail to the Union Executive.

(c) The Company shall, at such time furnish such explanation with regard to the development and determination of the proposal as shall be reasonably required to enable the Union representative to understand how such proposal was developed and determined and shall afford the Union a reasonable opportunity to discuss the proposal plan.

(d) **If** the Union agrees with the plan it shall be introduced on a date to be mutually agreed upon.

(e) **If** agreement is not reached it shall be **discussed** by the referees set forth in the C.W.S. Manual, who shall attempt to agree on the plan and its installation.

(f) **If** agreement **is** not reached, the Company may introduce the plan on a trial basis for a 30 day period and in no event longer than 90 calendar days, the actual period to be specified by the referees.

(g) If agreement is not reached during the trial period the plan shall be referred back to the referees, who shall modify the plan to reach agreement by the parties or upon failure to agree on a modification, the plan shall not be continued during the life of the Collective Agreement.

General

24.30 Any mathematical or clerical errors made in the preparation, establishment or application of job descriptions, classifications or standard hourly rates shall be corrected to conform to the provisions of this Agreement.

24.31 Except as otherwise provided, no basis shall exist for an Employee covered by this Agreement to allege that a wage rate inequity exists.

24.32 If the Company and Union fail to reach agreement upon any job description(s), classifications@) or assignment of personnel through the procedure provided in Article 4 of the manual, such matter shall be processed through the grievance procedure beginning **at** the step immediately preceding arbitration and continuing through to arbitration if necessary.

24.33 The Company agrees to deduct \$0.01 per hour from each Employee's wages to be forwarded monthly to those designated by the union to administer the Union Humanitarian Fund. This deduction shall be voluntary on the part of each individual employee.

**Leave of Absence for Union C.W.S.
Committee**

24.34 The Company agrees to grant leave of **absence** from **their** regular work to three (3) Employees who shall be selected by the Union to act on its C.W.S. Committee. Employees **so** selected shall:

(a) Accumulate any seniority to which they normally would be entitled; and

(b) Receive their regular rate of pay from the Company as based upon a normal work week; and

(c) Return to their regular employment when their work on the C.W.S. Committee is completed.

(d) After the program is installed, in future activities in processing new or changed jobs, the Committee shall be afforded time off, only in proportion to the number of new or changed jobs to be processed at the same above conditions.

**ARTICLE 26
DURATION**

26.01 Subject to the terms of the Memorandum of Settlement, this Agreement shall become effective on November 18th, 2001 and shall continue in full force and effect until November 17th, 2004 and shall continue to operate automatically thereafter during annual periods **of** one year each unless either party notifies the other in writing not more than ninety (90) days prior to the annual expiration date, that a revision or discontinuance is desired.

**DULY EXECUTED BY THE PARTIES HERETO
AS OF THE DAY OF , 2001.**

ACCEPTED AND APPROVED:

**UNITED
STEELWORKERS
OF AMERICA
Local 6868**

**RHEEM CANADA
LTD.**

E. Grady

L. J. Williamson

J. Lopez

T. Perkin

G. Osborne

S. Brady

T. Jez

D. Robertson

LETTER OF UNDERSTANDING

(November 18,1975)

During periods of excessive heat and humidity when an Employee feels he cannot continue with his work assignment, he will report to his Foreman. In the event that no relief can be given the employee will be allowed permission to punch out and leave the plant, being paid only for the hours actually worked.

Should any department be depleted to the point where efficient operations cannot be maintained, the Company may, at its discretion, close it down for the remainder of the shift. Employees affected will be paid only for the hours actually worked.

RHEEM CANADA LIMITED
November 18, 1989

D. Robertson

R. O. Nelson

L. J. Williamson

ACCEPTED AND APPROVED:
UNITED STEELWORKERS OF AMERICA
Local 6868

Per:

G. Osborne

M. Taylor

S. McKenzie

W. Turk

February 9, 1990

LETTER OF UNDERSTANDING (PLANT)

The Company and the Union have agreed to set **up** a Joint Committee to **work** together to address the Pay Equity Legislation.

For the Company _____
Larry J. Williamson

For the Union _____
Gary Osborne

LETTER OF INTENT
BETWEEN
UNITED STEELWORKERS OF AMERICA
LOCAL 6868
AND
RHEEM CANADA LTD.

It **is** hereby agreed that it is the intent of the Union and the Company to meet outside of the collective bargaining process to maintain the following:

- (1) Modified duty program, the purpose of which is to provide work opportunities, **if** available, for employees of Rheem Canada who are currently off work or may go off work due to work related injury.
- (2) Pay Equity
- (3) A program to advance interested, qualified employees into the skilled trade area.

For the Union _____
Edward Grady

For the Company _____
Larry Williamson

November 1998

LETTER OF INTENT BETWEEN
UNITED STEEL WORKERS OF AMERICA
LOCAL 6868
AND
RHEEM CANADA LTD.

It is hereby agreed that it is the intent of the Union and the Company to meet outside of the collective bargaining process in order to establish possible alternate procedures for handling temporary recalls. It is understood and agreed by both parties that such alternate procedures will be implemented only with mutual agreement. Such alternate procedures may be cancelled by a request by either party. When a temporary vacancy occurs on a job to which an employee has recall rights, the employee will be recalled.

In cases where the duration of the temporary recall expires within twenty (20) working days of the recall, the employee will return to his/her previous job.

Should the duration of the temporary recall extend beyond twenty (20) working days, it will be considered a permanent recall as defined by the Collective Agreement and all rights will apply. i.e. the employee will be required to bump when the temporary recall has ended.

In cases where the duration of the temporary recall exceeds twenty (20) working days for recalls to cover vacations or leaves-of-absence, where the time frame of the temporary recall is predetermined, the employee will return to his/her previous job when the temporary recall has ended.

For the Union _____
Edward Grady

For the Company _____
Larry Williamson

November 2001

LETTER OF INTENT
BETWEEN
UNITED STEEL WORKERS OF
AMERICA LOCAL 6868
AND
RHEEM CANADA LTD.

it is hereby agreed that it is the intent of the Union and the Company to meet outside of the collective bargaining process in order to establish possible alternate procedures for handling temporary transfers. It is understood and agreed by both parties that such alternate procedures will be implemented only with mutual agreement. Such alternate procedures may be cancelled by a request by either party and may be extended by mutual agreement.

Within A Department

Temporary transfer will be offered to the senior qualified, available employee in the job classification. If the senior employees decline the transfer, then the junior qualified, available employee will be transferred.

Outside the Department

The junior qualified, available employee in the job classification will be first to be transferred out of the department.

For the Union _____
Edward Grady

For the Company _____
Larry Williamson

November 2001

EMPLOYEE BENEFITS

Employee Benefits	First Year	Second Year	Third Year
Life Insurance'	\$30,000	\$30,000	\$32,000
A. D. & D.'	\$26,000	\$27,000	\$28,000
Weekly Indemnity'	\$445/Week	\$450/Week	\$455/Week

–beginning the first day
of a non-occupational
accident, or fourth day
of sickness; for a
maximum of 26 weeks.

Employee & Dependent Benefits

Hospital & Surgical	100%	100%	100%
Major Medical	100%	100%	100%
Dental Plan ²	2001 O.D.A	2002 O.D.A.	2003 O.D.A.
Pension Plan	\$34.00	\$34.00	\$38.00

Normal Retirement Age is 65.
–employees may elect a smaller
personal pension with a
survivor pension going to
his/her spouse after the
Employee's death.
an unreduced Pension
with 30 or more years of Service.

Boot Allowance	\$100/\$110	\$105/\$115	\$110/\$120
	+\$10.00	+\$10.00	+\$10.00
	Metatarsal		
Prescription			
Safety Glasses	\$150.00	\$160.00	\$170.00

¹ These Benefit Increases will become effective the first day of the month following ratification date except for dental fee guides which are as indicated.

² Effective January 1, each year with a 10% cost share.

**WATER HEATER
JOB CLASSIFICATION AND RATES**

	Work Class	CWS Job Class
Maintenance		
Team Leader	99	26
Lead Hand – Tool Maker	97	24
Tool Maker	95	22
Lead Hand – Machine Shop	95	22
Lead Hand – Electrician	95	22
Electrician	93	20
Machinist	93	20
Lead Hand – Maintenance	93	20
Maintenance Mechanic	91	18
Maintenance Helper		13
Attendant Machine Shop Crib		8
Machinist Apprentice		6
Mechanic Apprentice		6
Electrician Apprentice		6
Plant Janitor		5
Shipping & Warehouse		
Lead Hand		
Shipper		15
Truck Driver		12
Truck Driver Helper/ Lift Truck Operator		10
Towmotor Operator		10
Material Handler		8
Shipping Clerk		6

Hours & Job Class

For Learner Periods

520 1st	520 2nd	520 3rd	11/18/98	11/18/99	11/18/2000
------------	------------	------------	----------	----------	------------

			21.910	22.110	22.410
			21.500	21.700	22.000
			21.090	21.290	21.590
			21.090	21.290	21.590
			21.090	21.290	21.590
			20.680	20.880	21.180
			20.680	20.880	21.180
			20.680	20.880	21.180
12	14	16	20.270	20.470	20.770
			18.245	18.445	18.745
			17.220	17.420	17.720
			16.810	17.010	17.310
			16.810	17.010	17.310
			16.810	17.010	17.310
			16.605	16.805	17.105
			18.655	18.855	19.155
			18.040	18.240	18.540
			17.630	17.830	18.130
			17.630	17.830	18.130
			17.220	17.420	17.720
			16.810	17.010	17.310

	Work Class	CWS Job Class
Stores Department		
Lead Hand		12
Towmotor Operator		10
Receiver		12
Receiver - Helper		10
Stock Handler		9
Tank Department		
Lead Hand - Black Tank Line		15
Side Seam Welder		13
Product Welder Utility		12
Brake Press Operator		11
Set Up & Operate Projection Welder		8
Set Up & Operate Head Press		9
Tester		9
Flue Tester / Grit Blaster		8
OffLoader - Carando & Grind		5
Grind & Roll Down		5
Utility		
16.900		
Lead Hand - Tank Line		15
Set Up Man		14
Product Welder		12
Towmotor Operator		10
Set Up & Operate		
Bottom Up M/C		9
Loader / Unloader		5
Plugger		5

Hours & Job Class
For Learner Periods

520 1st	520 2nd	520 3rd	11/18/98	11/18/99	11/18/2000
			18.040	18.240	18.540
			17.630	17.830	18.130
			18.040	18.240	18.540
			17.630	17.830	18.130
			17.425	17.625	17.925
			18.655	18.855	19.155
			18.245	18.445	18.745
			18.040	18.240	18.540
9	10		17.835	18.035	18.335
6	7		17.220	17.420	17.720
7	8		17.425	17.625	17.925
			17.425	17.625	17.925
			17.220	17.420	17.720
			16.605	16.805	17.105
			16.605	16.805	17.105
4				16.400	16.600
			18.655	18.855	19.155
			18.450	18.650	18.950
8	10		18.040	18.240	18.540
			17.630	17.830	18.130
			17.425	17.625	17.925
			16.605	16.805	17.105
			16.605	16.805	17.105

	Work Class	CWS Job Class
Tester		9
Utility		4
Unplugger		1
Glass Line		
Lead Hand – Glass Line		15
Miller – Slip		13
Lead Hand Tank Line S.A.		12
Sprayer- Slip		11
Furnace Operator		10
Wheelabrator Operator		8
Helper – Furnace		6
Brusher		4
Utility		4
Vertical Press Operator		9
Press Department		
Lead Hand Press		16
Towmotor Operator		10
Set Up & Operate Press		14
Operator – Shear		9
Wheelabrator Operator		8
S.U. & Po. Projection Welder		8
Operator– Press		7
Final Assembly		
Lead Hand		13
Foam Equipment Operator		11
Material Expeditor		10
Jacket Fabricator		9
Assembler		7
Skirt Maker /Assembler		8

Hours & Job Class

For Learner Periods

520 1st	520 2nd	520 3rd	11/18/95	11/18/96	11/18/97
------------	------------	------------	----------	----------	----------

			17.425	17.625	17.925
			16.400	16.600	16.900
			15.785	15.985	16.285

11

			18.655	18.855	19.155
			18.245	18.445	18.745
			18.040	18.240	18.540

9

			17.630	17.830	18.130
			17.630	17.830	18.130
			17.220	17.420	17.720
			16.810	17.010	17.310
			16.400	16.600	16.900
			16.400	16.600	16.900
			17.425	17.625	17.925

			18.860	19.060	19.360
			17.630	17.830	18.130
			18.450	18.650	18.950
			17.425	17.625	17.925
			17.220	17.420	17.720
			17.220	17.420	17.720
			17.015	17.215	17.515

			18.245	18.445	18.745
			17.630	17.830	18.130
			17.630	17.830	18.130
			17.425	17.625	17.925
			17.015	17.215	17.515
			17.220	17.420	17.720

	Work Class	CWS Job Class
Quality Assurance		
Q.A. Analyst		12
Stripper-Packer		8
Stripper-Packer Helper		7

**Hours & Job Class
For Learner Periods**

520 1st	520 2nd	520 3rd	11/18/95	11/18/96	11/18/97
			18.040	8.240	8.540
			17.220	7.420	7.720
			17.015	7.215	7.515

JANUARY	FEBRUARY	MARCH
S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
APRIL	MAY	JUNE
S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 28 30
JULY	AUGUST	SEPTEMBER
S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4 5 6 7 8 9 10 11 12 13 9 10 11 12 13 14 15 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
OCTOBER	NOVEMBER	DECEMBER
S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 28 30 31

2003

JANUARY	FEBRUARY	MARCH
S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
APRIL	MAY	JUNE
S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
JULY	AUGUST	SEPTEMBER
S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
OCTOBER	NOVEMBER	DECEMBER
S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30

2004

JANUARY							FEBRUARY							MARCH						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5	1	2	3	4	5	6	7	1	2	3	4	5	6	
4	5	6	7	8	9	10	8	9	10	11	12	13	14	7	8	9	10	11	12	13
11	12	13	14	15	16	17	15	16	17	18	19	20	21	14	15	16	17	18	19	20
18	19	20	21	22	23	24	22	23	24	25	26	27	28	21	22	23	24	25	26	27
25	26	27	28	29	30	31	29							28	29	30				
APRIL							MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3							1			1	2	3	4	5	
4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12
11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19
18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26
25	26	27	28	29	30		23	24	25	26	27	28	29	27	28	29	30			
							30	31												
JULY							AUGUST							SEPTEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
							1	2	3	4	5	6	7				1	2	3	4
4	5	6	7	8	9	10	8	9	10	11	12	13	14	5	6	7	8	9	10	11
11	12	13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18
18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	25
25	26	27	28	29	30	31	29	30	31					26	27	28	29	30		
OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2		1	2	3	4	5	6			1	2	3	4		
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31	

Hours & Job Class
For Learner Periods

520 1st	520 2nd	520 3rd	11/18/95	11/18/96	11/18/97
			17.425	17.625	17.925
			16.400	16.600	16.900
			15.785	15.985	16.285
			18.655	18.855	19.155
11			18.245	18.445	18.745
			18.040	18.240	18.540
9			17.630	17.830	18.130
			17.630	17.830	18.130
			17.220	17.420	17.720
			16.810	17.010	17.310
			16.400	16.600	16.900
			16.400	16.600	16.900
			17.425	17.625	17.925
			18.860	19.060	19.360
			17.630	17.830	18.130
			18.450	18.650	18.950
			17.425	17.625	17.925
			17.220	17.420	17.720
			17.220	17.420	17.720
			17.015	17.215	17.515
			18.245	18.445	18.745
			17.630	17.830	18.130
			17.630	17.830	18.130
			17.425	17.625	17.925
			17.015	17.215	17.515
			17.220	17.420	17.720

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2004

JANUARY					FEBRUARY					MARCH										
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	1	2	3	4	5	6	7	1	2	3	4	5	6		
4	5	6	7	8	9	10	8	9	10	11	12	13	14	7	8	9	10	11	12	13
11	12	13	14	15	16	17	15	16	17	18	19	20	21	14	15	16	17	18	19	20
18	19	20	21	22	23	24	22	23	24	25	26	27	28	21	22	23	24	25	26	27
25	26	27	28	29	30	31	29	28	29	30										
APRIL					MAY					JUNE										
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3							1				1	2	3	4	5
4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12
11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19
18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26
25	26	27	28	29	30	23	24	25	26	27	28	29	27	28	29	30				
							30	31												
JULY					AUGUST					SEPTEMBER										
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	1	2	3	4	5	6	7				1	2	3	4	
4	5	6	7	8	9	10	8	9	10	11	12	13	14	5	6	7	8	9	10	11
11	12	13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18
18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	25
25	26	27	28	29	30	31	29	30	31	26	27	28	29	30						
OCTOBER					NOVEMBER					DECEMBER										
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	1	2	3	4	5	6					1	2	3	4	
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
24	25	26	27	28	29	30	28	29	30	26	27	28	29	30	31					

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