

## AGREEMENT

BETWEEN:

AMERICAN-STANDARD, a division of **Wabco-Standard** Limited, solely with respect to its **LANSDOWNE** PLANT, **1401 Dupont** Street, Toronto, Ontario **M6H 2B1**, including the Ward Street Division located at **80** Ward Street, hereinafter called the "Company".

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LOCAL **231** of the GLASS, MOULDERS, POTTERY, PLASTICS & ALLIED WORKERS, INTERNATIONAL UNION (**GMP**), AFL-CIO, **CLC**, hereinafter called the "Union."

### ARTICLE I

#### Recognition

**1.01** The Company **recognizes** the Union as the sole and exclusive collective bargaining agent for "employees" of the Pottery at **Lansdowne** and as **defined** in Section I .**02** below.

**1.02** The term "employees" as used in this Agreement shall include all production and maintenance employees of the Pottery for the Company at the **Lansdowne** Plant and shall exclude the following:

**Office** and Clerical Staff, Foremen, and those above the rank of Foreman, Assistant Foremen, Foremen's Clerks, Time Keepers, Rate Setters, Time Study Men, Technical Staff, Store Keepers, Chief Inspectors, First Aid and Safety Department, Watchmen and Guards, and persons presently represented by the United Steelworkers of America.

**1.03** Employees as referred to in Article **1.02** "Recognition" shall exclude in addition to those listed up to four (**4**) people who will staff employees. As working Supervisors they will also be responsible for the training and direction of bargaining unit employees.

### ARTICLE II

#### Purpose

**2.01** The purpose of this Agreement is to maintain a harmonious relationship between the Company and its employees;

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to define more clearly hours of work, wages and conditions of employment and to provide an amicable method of settling grievances for **all** employees who are subject to the provisions of this Agreement.

**2.02** There shall be no discrimination, restraint or coercion by the Union or Management against any employee because of membership or official position in Union, race, colour, creed, age, sex, or national origin.

### **ARTICLE III**

#### **Union Security**

**3.01** All new employees hired during the term of this Agreement, shall become members of the Union not later than the date upon which they complete sixty calendar days of employment with the Company or when they successfully complete their probationary period as outlined in Article **13.02**. Such employees shall, as a condition of continued employment, remain members of the Union in good standing during the term of this Agreement.

**3.02** All employees who have completed **40** working days of employment with the Company shall provide the Company with **authorization** in the form attached hereto as Attachment "A" and made part of this Agreement, to deduct from their wages initiation fees and weekly dues uniformly required as a condition of the membership in the Union. Such deductions will begin in the pay period immediately following the completion of this sixty calendar day period.

**3.03** Monies deducted from employees' wages for this purpose shall be paid by the Company to the International Secretary-Treasurer. The Union shall provide the Company with the written designation of this officer.

**3.04** The Union will give the Company a letter stating the amounts to be so deducted.

### **ARTICLE IV**

#### **Management**

**4.01** The Management of the Company has the sole and

exclusive right to manage the affairs of the business and to direct the working force of the Company except as such right is specifically abridged or modified by the the provisions of this Agreement. These functions of management include (but are not limited to):

- (a) Determination of the qualifications of each employee and the number of employees required at any time.
- (b) Determination of the basis for selection, retention and promotion of employees.
- (c) Determination of and maintenance of discipline and **efficiency** of employees which includes the right to make rules and regulations for purposes of efficiency and discipline.
- (d) Direction of the work force, including the right to hire, assign and allocate work to, promote, transfer, demote, assign to shifts, layoff, suspend or discharge for cause employee(s) subject to the applicable provisions of this Agreement.

## **ARTICLE V**

### **No Strikes or Lockouts**

**5.01** During the life of this Agreement, in accordance with the Ontario Labour Relations Act **R.S.O.** dated **1960** Chapter **202** the Company agrees that it will not cause any lockout of its employees and the Union and its representatives agree that there will be no strike or other action which will stop or interfere with or restrict production. Any employee who engages in any strike, slowdown or stoppage of work contrary to this provision will be subject to penalties as outlined in the above named Act.

## **ARTICLE VI**

### **Hours of Work and Overtime Work Schedules**

**6.01** At the option of the Company a "work day" may be a calendar day or any twenty-four hour period.

**6.02** At the option of the Company a "work week" may be a calendar week or any seven day period .

**6.03** The scheduled work day shall consist of an eight **(8)** hour shift.

**6.04** The scheduled work week shall consist of five **(5)** consecutive eight **(8)** hour shifts.

**6.05** The Company will notify the Union of present starting and quitting times and any subsequent changes thereto, and a notice setting out these times will also be posted on the applicable departments' bulletin **boards**. While these times are presently regarded as satisfactory, times may be changed by the Company from time to time to suit varying conditions of the business, provided that changes deemed necessary by the Company, shall be made known two weeks in advance of such change if possible.

**6.06** Employees must be prepared and ready to start work on the job at their established starting times but must not of their own volition start work before those times and must not quit before their established quitting times.

**6.07**

(a) Should it be necessary in the interests of **efficient** operation to establish work schedules departing from the normal ones, the Union and the Company shall, at the request of either party, confer to determine whether based on the facts of the situation mutually satisfactory modified schedules can be arranged, but the final right to arrange work schedules rests with the Company.

(b) Nothing contained in this Agreement shall be construed as a guarantee of any minimum number of hours in a day or week or days of work in a week except as otherwise provided in this Agreement.

#### **OVERTIME**

**6.08** Employees shall be paid time and one-half for hours worked in excess of eight **(8)** in any day.

(a) An employee who is required by the Company to

perform work on a shift other than his regularly scheduled shift shall receive payment at the rate of time and one-half for such time worked over 8 hours in any continuous period of **24** hours.

**6.09**

- (a) Time and one-half will be paid for **all** time worked on a Saturday when the work week is Monday through Friday or for the sixth working day when the work week is other than Monday through Friday.
- (b) The overtime premium rate for incentive work shall be one-half of the employee's average hourly earnings for the current week in which the overtime occurs.
- (c) The overtime premium rate for day work shall be **one-half** the day work base rate of the job.
- (d) The overtime premium rate for positions where a Bonus Production Rate can be earned, shall be either one-half the Bonus Production Rate or one-half the the **Daywork** Base Rate of the job, depending on the rate earned for the hours worked.

**6.10**

- (a) Double time will be paid for all time worked on a Sunday when the work week is Monday through Friday or for the seventh working day when the work week is other than Monday through Friday.
- (b) The overtime premium rate for incentive work shall be equal to the employee's average hourly earnings for the current week in which the overtime occurs.
- (c) The overtime premium rate for day work shall be equal to the day work base rate of the job.
- (d) The overtime premium for positions where a Bonus Production Rate can be earned, shall be either the Bonus Production Rate or the **Daywork** Base Rate depending on the rate earned for the hours worked.

**6.11** When any one of the holidays designated in Article XI

occurs in the work week it will be counted as a day worked for the purpose of computing overtime for work performed whether or not work is actually performed on that holiday.

**6.12** When reasonably possible, the Company will give **24** hours notice of overtime to employees, however, no employees shall be notified later than noon of the day prior to the day that overtime is required on the **6th** and **7th** day.

**6.13** There shall be no addition or pyramiding of the premium rates provided by the various provisions of this Agreement with respect to any particular period of work. Thus no employee shall receive, for time worked, compensation in excess of double time except for time worked on a Paid Holiday designated in Article XI for which he shall not receive compensation in excess of double time plus the holiday pay defined in Article XI.

**6.14** When reasonably possible, the Company will assign overtime equally among all the employees within a department providing such employees, working the overtime, have previously worked at the job and are not displacing any employees who are regularly employed at the job.

## **ARTICLE VII**

### **Shift Premium**

**7.01** Effective July **09,1990**, a premium of forty-five (**45¢**) cents per hour will be paid to all off-shift workers for all hours worked.

An off-shift worker is an employee who is scheduled to start work before **5:00** a.m. or on or after **12:00** noon.

**7.02** Effective July **09,1990**, a premium of forty-five (**45¢**) cents per hour will be paid for all hours worked on a Saturday to those workers whose work week is other than Monday to Friday.

**7.03** Effective July **09,1990**, a premium of fifty (**50¢**) cents per hour will be paid for all hours worked on a Sunday to those workers whose work week is other than Monday to Friday.

## ARTICLE VIII

### Lunch For Emergency Overtime Work

**8.01** An employee will be provided a lunch allowance of **\$5.00** when working under the following conditions:

- (a) **Continuative** overtime of more than one and one-half (1-1/2) hours following the normal scheduled work day or **continuative** overtime of more than one and one-half (1-1/2) hours following a scheduled eight (8) hour work day on the **6th** or **7th** work day of the employee's normal scheduled work week.
- (b) Work in excess of **five (5)** hours where a half day is scheduled on a day outside the employee's normal scheduled work week.

**8.02** The foregoing provisions of this Article shall not apply when the employee has been notified at least two (2) hours prior to the commencement of his shift that he will be required to work as specified in **8.01**. It will be the responsibility of the employee to inform the Company of any change in address or telephone number.

## ARTICLE IX

### Reporting Pay

**9.01** An employee who reports for work at his scheduled starting time and who has not been notified by the Company not to so report, shall receive not less than four (4) hours at his highest base rate (four (4) hours at time and one-half if the work for which he reported would have been in excess of his normal scheduled work week) for the jobs he was scheduled to perform. To be entitled to pay for such work, if his regular work is not available, he must work at such tasks, as may be temporarily assigned to him by his Foreman.

**9.02** The foregoing provisions of this Article shall not apply:

- (a) Where the Company's operations are disrupted by fire, flood, power failure, labour dispute or other circumstances beyond the control of the Company, or
- (b) Where the employee is not put to work or is sent home

after having been put to work, either at his own request or due to his own fault, or

- (c) Where, due to the weather conditions or other circumstances beyond the control of the Company forcing the shutdown of a part of the Plant, other parts of the plant also are shut down by Management.

**9.03** An employee shall be deemed to have been notified by the Company not to report for work if he has been given oral notification by supervision, if an attempt has been made by the supervisor to notify him by telephone and if necessary by telegram at least two **(2)** hours before the starting time of his regular working hours, or if notice to that effect has been posted on the bulletin board prior to the end of his work day immediately preceding the day on which he so reports.

## **ARTICLE X**

### **Rest and Wash-Up Period**

**10.01** For shifts of more than **7-1/2** hours, a ten minute rest period shall be granted to each employee approximately midway during the first part of the shift and also during the last part of shift.

**10.02** For shifts of more than four **(4)** hours but less than seven and one-half **(7-1/2)** hours, a ten minute rest period shall be granted to each employee at a time subject to the discretion of the Company.

**10.03** **Five** minutes wash-up will be allowed prior to lunch break and ten minutes wash up will be allowed at the end of the shift.

**10.04** For overtime anticipated to last more than one and **one-half (1-1/2)** hours a ten **(10)** minute break will be granted at the end of the regular eight **(8)** hour shift and subsequent breaks will be granted in accordance with section **10.01** and **10.02** above.

**10.05** Employees entitled to a thirty **(30)** minute unpaid lunch will be required to use this time break from their normal work duties.



## ARTICLE XI

### Paid Holidays

**11.01** The following shall be designated as Paid Holidays for the purpose of this Agreement:

New Year's Day  
Good Friday  
Victoria Day  
Dominion Day  
Civic Holiday  
Labour Day  
Thanksgiving Day  
Last normal work day before Christmas  
Christmas Day  
Boxing Day  
New Year's Eve  
Floater - to be designated by the Company

**11.02** Each employee who has completed forty working days of employment with the Company shall receive holiday pay for each of the above listed holidays. However, such pay will not be granted if an employee:

- (a) fails to work the full scheduled shift on the scheduled work days both before and after the holiday, provided that the Plant Manager may, at his discretion, **authorize** payment in case of excusable absence.
- (b) has been laid off for a period of more than four weeks immediately prior to the holiday.
- (c) has been receiving a weekly indemnity for more than six consecutive weeks, immediately prior to the holiday, under the group insurance policy referred to in this Agreement.
- (d) Is receiving compensation from the Ontario Workers Compensation Board for the days before and after the holiday.

- (c) Is on Leave of Absence, except as provided in (c) above or in Article 14 for a period of 30 days or less, at the time of the holiday which Leave of Absence includes either the shift prior to or after the holiday. However, this provision shall not apply to members of the Local, who have been granted a Leave of Absence, not exceeding 10 working days for the purpose of attending scheduled Union events such as conventions.

**11.03**

- (a) Holiday pay for employees will be calculated on the basis of the employee's average hourly earnings, plus shift premium if applicable, but exclusive of overtime premium for the last normal week worked prior to the holiday.
- (b) Holiday pay for an employee shall be for his scheduled hours per day for the week in which the holiday is observed. If the employee does not work during the week in which the holiday is observed then holiday pay shall be for his scheduled hours per day for the last scheduled week he did work prior to the holiday.

**11.04** Work performed on the above listed holidays shall be paid for at time and one-half calculated, for incentive workers, on the same basis as the overtime premium rate in Article **6.09** (b).

**ARTICLE XII**

**Vacations**

**Vacation Allowance**

**12.01**

- (a) Each employee who on July 1<sup>st</sup> of any year in which this Agreement is in effect shall have completed at least one (1) year of continuous service shall be granted two (2) weeks vacation.
- (b) Each employee who on July 1<sup>st</sup> of any year in which this Agreement is in affect shall have completed five (5) years of continuous service shall be granted three (3) weeks vacation.

- (c) Each employee who on July 1st of any year in which this Agreement is in effect shall have completed twelve (12) years of continuous service shall be granted four (4) weeks vacation,
- (d) Each employee who on July 1st of any year in which this Agreement is in effect shall have completed twenty (20) years of service shall be granted five (5) weeks vacation.

#### VACATION PAY

##### 12.02

- (a) An employee eligible for vacation shall be granted vacation pay of 4%, 6%, 8% or 10% of his gross earnings in the period of July 1st to June 30th according to whether he shall be entitled (12.01) to two, three, four, or five weeks vacation.
- (b) An employee who, on July 1st of any year in which this Agreement is in effect, has not completed one year of continuous service shall be paid vacation pay in accordance with the Employment Standards Act of Ontario and equivalent time off will be granted.

12.03 For the purpose of determining the amount of vacation pay only, absence as listed in the following will be considered as time worked at the employee's regular hourly earnings at the time of such absence for the scheduled working hours of his department.

- (a) – up to ten weeks as the result of leave of absence for illness, accident or Workman's Compensation when supported by medical certificates.
- (b) – up to a maximum of twelve (12) weeks to be divided by up to four (4) persons per year for the purpose of scheduled Union events such as conventions.
- (c) – to a collective bargaining committee of not more than five (5) employee members to represent the employees in collective bargaining meetings with the Company.
- (d) – up to ten working days as the result of a reduced work week.

(e) ~ where the Company's operations are disrupted due to breakdowns resulting from kiln wrecks.

**12.04** The period on which the calculation of vacation pay will be based, will be the fifty-two week period ending with the last pay period before July 1st each year.

**12.05** Gross earnings used in the calculation of vacation pay shall include payment of overtime premium, shift premium, paid holidays and vacation pay granted in the previous year.

**12.06** Each employee will receive his vacation pay on or before the Thursday prior to his leaving on vacation.

**12.07** If a Paid Holiday listed in Article 11.01 occurs during an employee's vacation he shall receive holiday pay calculated according to Article 11.03 in addition, to his vacation pay. An extra day off will be granted at the discretion of the Company, depending upon work schedule requirements.

#### **SCHEDULING OF VACATIONS**

**12.08** The period from May 1st to October 31st shall be designated as the vacation period for employees during the life of this Agreement. All vacations of up to three weeks duration shall be scheduled consecutively during the vacation period. Vacations shall be scheduled on seniority basis with senior employees entitled to the preferred vacation times during the vacation period.

**12.09** Notice of vacations as outlined in 12.08 above scheduled during the vacation period (May 1 to October 31) shall be given to the employees no later than March 31 of the vacation year.

**12.10** Notice of vacations will be given employees as far in advance as possible.

**12.11**

- (a) Employees may not waive vacations and receive pay in lieu thereof.
- (b) Effective May 15th, 1979, by mutual agreement between the Company and an employee, any employee eligible for four (4) or five (5) weeks vacation may work such fourth (4th) or fifth (5th) vacation weeks and will

receive pay for time worked plus vacation pay.

**12.12** Vacations cannot be postponed and allowed to accumulate from year to year but must be completed each year.

**12.13** The fourth and fifth weeks of vacation for employees shall, wherever possible, be scheduled during the vacation period. Management reserves the right to make final determination as to the time of the fourth and fifth week. Notice of the fourth and fifth weeks of vacation shall be given at least one month in advance of the scheduling of such vacation.

**12.14** -Vacation Bonus

A Vacation Bonus of **\$30.00** per week will be paid to all employees for each week of vacation as per Article **12.01** (a), (b), (c) and (d).

#### **TERMINATION OF EMPLOYMENT**

**12.15** An employee who quits, is discharged, is laid off, or retires on pension shall receive vacation pay for the current vacation year (July 1 to June **30** in accordance with the provisions of Section **12.02** (a). In the event that an employee dies prior to receiving his vacation pay, the Company will pay the vacation pay to the employee's designated beneficiary.

#### **ARTICLE XIII**

##### **Seniority**

**13.01** Each of the parties hereto **recognize** that employees are entitled to an equitable measure of security based upon length of service as provided in this Article.

**13.02** Until a new or rehired employee has been with the Company for a period of forty working days without a break in employment, he shall be considered to be on a probationary basis having no seniority standing and subject to release by the Company without recourse to the grievance procedure. However, when mutually agreed upon by the Union Committee this probationary period may be extended by a maximum of twenty working days. At the expiration of such a period he shall have his name placed on the departmental seniority list of the department he is in at the time and on the plant-wide **senior-**

ity list. This seniority shall date from the beginning of the aforementioned probationary period.

13.03 Employees shall accumulate seniority in two forms which shall be defined as follows:

- (a) Plant-wide seniority shall be the employee's total seniority within the Plant from the time of his latest hiring date.
- (b) Departmental seniority shall be the employee's length of service in a department according to the provisions of this Article XIII. For this purpose the following shall be **recognized** as departments:

Cast Shop; Slip and Glaze: One Fire Preparation (Whiteware Finishing, Inspection, Spraying); Refire Preparation and Kilns (Refire Preparation, Kiln Loading and Unloading); **Glost** Processing (Inspecting, Fitting, Testing, Grinding, Packing), Mould Shop (including Pilot Plant).

13.04

- (a) When an employee is transferred as a result of the Postings & Transfers sections from one department to another having a separate departmental seniority list he is placed at the bottom of the seniority list of his new department and his name is removed from the seniority list of the department from which he has been transferred. However, when a transfer has been made and the employee is returned to his original department within twenty actual working days, he shall be credited on his original department seniority list for the time spent in the department to which he was transferred. An employee shall be entitled to only one transfer between departments every twelve months as a result of obtaining such transfer by job posting.

13.04(a) (1) – New or rehired employees will not be eligible for posting between departments until the **expiry** of six months from the date of last hire.

- (b) If following a reduction in the work force within a department the work force is restored in the department within a two month period then, although the Company will give consideration to the employee's wishes, an employee who was transferred out of the department to another department as a result of such reduction must return to the department if the Company so directs. If the work force is not restored in the department within a two month period then the employee shall have the opportunity of returning to that department at the time the work force is restored.

An employee transferred out of a department because of a reduction in the work force, shall continue to accumulate seniority in the department from which he was transferred. If, however, the employee is not returned or does not return to that department when there has been an opportunity to do so he shall lose his seniority in that department. When the employee returns to his original department, he shall lose his seniority in the department from which he was last transferred.

- (c) The Company may make temporary transfers not to exceed beyond six weeks. This period may be extended by mutual consent. The Union will be **notified** of any such transfers in writing.

- (d) A Utility Caster shall have the right to return to a bench of original product for a period of one year provided that he has more seniority than the employee he is displacing.

Utility Casters, except for training and special problems shall not be used as "Leadhands".

**13.05** If an employee, from one of the other bargaining units at the **Lansdowne** Plant, is transferred into the bargaining unit covered by this Agreement, he is placed at the bottom of both the plant-wide seniority list and of the departmental seniority list of the department he enters. After he has been six months in the bargaining unit the seniority, representing service he had accumulated in the bargaining unit from which he was **trans-**

**ferred**, is added to his seniority shown on the plant-wide seniority list defined in Section **13.03** (a). The Union shall be notified whenever employees from other Company bargaining units are transferred into the Pottery.

If an employee is transferred into another bargaining unit at the **Lansdowne** Plant from the bargaining unit covered by this Agreement his name shall be kept on the plant-wide seniority list for a period of six months after which it is removed. However, during the aforementioned six months, the employee will not be able to return to this bargaining unit unless he is laid off in the bargaining unit to which he has been transferred. In such a case he will be eligible for the first opening, according to seniority, in the bargaining unit in which he is able to perform the job at the time.

#### **13.06**

- (a) An employee promoted or transferred to a supervisory position or other salaried position outside the bargaining unit shall continue to accumulate plant-wide seniority and shall maintain the departmental seniority he had accrued up to the date of such promotion or transfer.
- (b) If it becomes necessary in the event of curtailment of operations to return such an employee to the bargaining unit he may be **re-instated** in the department in which he was formerly employed (displacing the employee with the least departmental seniority whose job he can perform at the time) provided he has not been outside the bargaining unit for more than three (**3**) years and provided he has more departmental seniority than the employee whose place he would take. If he does not have more departmental seniority than such employee, he may claim other work in accordance with his **plant-wide** seniority.

**13.07** The Company shall give consideration to continue employing any employee who has been incapacitated at his regular work by injury or compensable occupational disease while employed by the Company. Such employee may be employed in other work in the **Plant** which he can do without regard to



any seniority provisions of this Agreement. Such employee, if transferred by the Company, shall not replace an employee with greater seniority.

**13.08** The Company will maintain up-to-date seniority lists both plant-wide and departmental and will provide the Union with copies of such lists upon request but not more often than every three months.

#### **LOSS OF SENIORITY**

**13.09** An employee shall lose his seniority standing and his name shall be removed from all seniority lists and he shall be considered to be terminated for any of the following reasons.

- (a) If the employee voluntarily quits his employment with the Company.
- (b) If the employee is discharged and not reinstated through the Grievance Procedure.
- (c) If the employee has been laid off and fails to return to work within seven calendar days after he has been requested to do so by the Company by registered mail or within any longer period arranged by the employee with the Company at the time. The Company shall be entitled to rely upon the last address furnished to the Personnel Department by the employee. Notification of any change in such address shall be by registered mail.
- (d) If an employee is not recalled from layoff before the expiration of the following periods:

Six Months – If the employee has less than one year's Plant seniority at the time of layoff.

One Year – If the employee has more than one year's Plant seniority at the time of layoff. This will be extended a further period of one year only on receipt of a written statement sent by registered mail from the employee within thirty days immediately prior to the end of the first year after the date the employee was laid off. This statement must signify that he desires to be retained on seniority lists for the second year.

- (e) If the employee overstays a leave of absence granted in writing by management without securing an extension of such leave.
- (f) if the employee fails to report to work for three consecutive working days and does not provide a satisfactory excuse for such failure.
- (g) If the employee retires under the terms of the non-contributory pension plan,

#### POSTINGS AND TRANSFERS

13.10 In the event the Company desires to fill a job vacancy in any department, notice of the opening shall be posted for a period of not less than seventy-two hours during which period employees shall have the opportunity to request consideration for such vacancy.

13.11 Employees bidding for such jobs shall be given consideration; preferences will be given to those with the greatest departmental seniority provided ability, merit, experience and skill are equal at the time of posting. Employees selected from those bidding on jobs must accept the transfer to the new job when assigned.

13.12 If a qualified employee cannot be selected from within the department when a vacancy occurs, employees from outside the department shall be given consideration; preference being given to those with the greatest plant-wide seniority, provided ability, merit, experience and skill are equal at the time of posting.

13.13 Nothing contained herein shall be constructed to limit the Company's right to hire employees from outside if employees qualified to fill a vacancy are not available from within the Plant.

#### REDUCTION IN THE WORK FORCE

13.14 In the event it becomes necessary to shut down an operation or *any* department for the remainder of a day after the beginning of such day, the provisions of Article 9 shall apply.

13.15 The Company at its option may reduce the work week in

any department or any section thereof. However, it will endeavour where possible to maintain a minimum work week in such department or section of **32** hours. Such short work weeks shall not exceed ten **(10)** in any twelve **(12)** month period from the start of the first short work week.

**13.16** A reduction of a work week shall in no way be considered to be a reduction in work force.

**13.17**

If it becomes necessary to reduce the work force, such force reduction shall be accomplished by application of departmental seniority. Employees in classifications to be reduced, having least departmental seniority, shall be designated as surplus, provided those remaining in the classifications are qualified to perform the work available. Surplus employees will be assigned by the Company to jobs within the department being performed by employees with less departmental seniority provided they have the necessary ability and qualifications to perform such work at the time.

An employee displaced from his department by the operation of the procedure set forth above may use his plant-wide seniority to displace the lowest seniority man in the plant whose work he is qualified and able to perform at the time. Employees unable, on the basis of either seniority or qualifications to claim other work within the Plant, shall be laid off.

**13.18**

- (a) In the case of force reduction, exceptions from seniority provisions may be made in the cases of employees having special experience and training and, in the opinion of the employer, essential to the efficient operation of the Plant.
- (b) In the event of the layoff, the senior elected Union official working in the affected departmental will be the last person laid off, providing they have the necessary ability and qualifications to perform such work at the time.

**13.19** Whenever reasonably practicable the Company agrees to give forty-eight **(48)** hours notice of layoff to affected

employees in accordance with the Employment Standards Act of Ontario.

**13.20** An employee displaced from his job classification by operation of the force reduction procedure, may elect in writing to be laid off rather than claim other work in the department or the Plant; such employee will be recalled only for work within his own classification.

#### **RECALL FROM LAY-OFF**

**13.21** If additional employees are required while there are employees on layoff, the vacancy to be filled shall be filled in the **first** instance by operation of the procedure for Postings and Transfers in this Article.

**13.22** Resultant vacancies shall be filled by recall of the employees on layoff in order of plantwide seniority provided such employees have the necessary ability and qualification to perform the work required at the time.

#### **ARTICLE XIV**

##### **Leave of Absence**

**14.01** Any employee requiring leave of absence for over twenty-four hours, must fill out a Request for Leave of Absence in three copies, a copy of which will be given to the Union President. The urgency of the request and the record of the employee will be taken into consideration. A Request for Leave of Absence must be submitted to the Company at least **forty-eight (48)** hours before the requested leave of absence is to commence. Exceptions to this forty-eight hour requirement will be considered only in cases of extreme urgency.

The Company agrees to reply to the request for Leave of Absence within a forty-eight (**48**) hour period.

**14.02** Leave of Absence may be extended but the approval of the Plant Manager is required in all cases.

**14.03** An employee who, when on leave of absence engages in other employment, unless specifically approved by the Company in advance, will be considered to have quit without notice,

**14.04** Upon the written request by the Glass, **Molders**, Pottery, Plastic and Allied Workers International Union (**GMP**), one employee shall be granted leave of absence of one year without pay in order to take a position with the said Union. Such leave of absence shall, upon written request, be extended for an additional year. Plant and Department seniority shall accumulate during such leave of absence.

**14.05** Any employee who becomes disabled as a result of an occupational injury or illness compensable under the Worker's Compensation Act shall be granted a leave of absence which shall continue so long as the employee is in receipt of Workers Compensation benefits and is unable to return to work because of such injury or illness.

**14.06** Any employee may request and shall be granted a leave of absence for a period of up to **30** days if he provides evidence satisfactory to the Company of a disability other than that covered in **14.05** above, as result of which he is unable to return to work. If at the **expiry** of the **30-day** period the disability continues such leave of absence may be extended upon receipt of evidence satisfactory to the Company of continuing disability.

**14.07** Except as otherwise provided in **14.04** above, seniority of an employee shall accumulate while he is on leave of absence as follows:

- (a) In the case of an employee with less than one year's seniority at the time of his leave of absence commences -up to a maximum of six months.
- (b) In the case of an employee with one year's seniority or more at the time his leave of his absence commences - up to a maximum of one year.

**14.08** An employee who suffers the bereavement of his immediate family if requested shall be granted a Leave of Absence with pay at his highest base rate to attend the funeral, to make funeral arrangements up to, but not to exceed three days subject to the following conditions.

The days eligible for payment shall commence with the day of death and shall end with the day of the funeral and such days

must be scheduled working days of the employee which, but for the bereavement, he would have worked.

An employee who is unable to attend the funeral shall be paid for one day's leave of absence providing he is absent for such a day.

"A member of his immediate family" shall be restricted to father, mother, stepfather, stepmother, husband or wife, son, daughter, brother, sister, father-in-law, mother-in-law, **brother-in-law**, sister-in-law.

**14.09** An employee who serves as a juror or as a crown witness shall be paid eight times his regular hourly earnings subject to the following conditions.

- (a) The employee has completed his probationary period.
- (b) The days eligible for such payment shall be scheduled working days of the employee upon which he otherwise would have worked.
- (c) The employee works his regular schedule when not required for actual jury service.

## **ARTICLE XV**

### **Union Representation**

#### **15.01**

- (a) The Company will **recognize** Union Representatives for the purpose of representing employees in the processing of grievances as provided for in clause **15.04** and Article XVI
- (b) No more than one Union Representative shall be appointed for each department unless there shall be more than thirty-five employees in such department on such shift in which case an additional Union Representative may be appointed.

**15.02** The Company will **recognize** a collective bargaining committee of not more than five employee members to represent the employees in collective bargaining. The Company will **recognize** a grievance committee consisting of five employees

in the bargaining unit as follows: president or vice president of the local, chief steward, and three additional employees, one of whom shall be a steward.

**15.03** The names of employees selected by the Union pursuant to this Article as well as elected **officers** and members of the Union executive, will be designated to the Company in writing by the Union. The Company shall be informed immediately of any changes in such designation.

The Company shall furnish the Union with a list of supervisory personnel and as changes are made the Union will be informed.

**15.04** Union Representatives shall report to and obtain permission from their foremen whenever it becomes necessary to leave their work for the purpose of handling grievances in their respective departments, and shall inform their Foremen of their intended destinations and itinerary and shall report back to their Foremen at the time they return to work. When it is necessary for a Union Representative to enter a department other than his own to handle a grievance, he shall request his Foreman to make any necessary arrangements with the Foreman of the department he wishes to enter. A reasonable request shall not be denied.

## ARTICLE XVI

### Grievance Procedure and Arbitration

#### 16.01

Step 1 – The employee and the Union Representative, shall discuss the matter with the Foreman concerned who shall render a verbal decision within three **(3)** working days.

Step 2 – If the verbal decision rendered by the Foreman is not satisfactory, the employee and the Union Representative shall submit the Grievance in writing directly to the General Foreman who shall render a decision in writing within three **(3)** working days.

(If there *is* no General Foreman assigned to a department the grievance must be submitted in writing to the Foreman in the **1st** step).

Step 3 – If the General Foreman’s decision is not satisfactory, it may, within three **(3)** working days of the receipt of such decision, be appealed by the employee accompanied by the Grievance Committee to the Superintendent or his designated representative who will render a written decision within three **(3)** working days.

Step 4 – If the Superintendent’s decision is not satisfactory, it may, within two **(2)** working days of the receipt of such decision, be appealed to the Pottery Manager or his designated representative who will meet with the **grievor**, the Grievance Committee, and an International Representative should he desire to attend. The Pottery Manager or his designated representative shall hold a meeting within two **(2)** working days of receipt of such notice of appeal and will render a written decision within three **(3)** working days after such meeting.

**16.02** If the decision of the Pottery Manager or his designated representative in Step 4 of the grievance procedure is not satisfactory, the Union may, within seven **(7) working** days thereafter, appeal the matter to arbitration. If such appeal is made, each party shall, within five **(5)** working days thereafter, select a member of a Board of Arbitration and the two thus chosen shall, within **five (5)** working days of the selection of a chairman of them, select an impartial chairman. Upon failure of the two parties to agree in the selection of a chairman, the matter shall be referred to the provincial Minister of Labour with a request that he appoint a chairman. The Board of **Arbitration** shall be limited to the consideration or matters of interpretation, application, administration, or alleged violation of this Agreement and shall have no authority in any way to alter, modify, or extend this Agreement or to make any decision inconsistent with its terms and provisions. Each party shall be responsible for the expenses and compensation of its member of the Board. The expenses and compensation of the impartial chairman shall be shared equally between the parties.\*

\* The above procedure notwithstanding the parties may by mutual agreement, dispense with a three **(3)** member board and use a single arbitrator.



**16.02** (a) In cases involving discharges, after exhausting Step 4 of the Grievance Procedure, either party may make application under Section **45** of the Labour Relations Act.

**16.03** A dispute other than one concerning a discharge or suspension, which could be a grievance and as such be subject to the above procedure, must be presented in the manner set forth in the above procedure within five **(5)** working days of its occurrence. Failure to present the dispute within **(5)** working days shall bar that particular incident from consideration as a grievance. However, nothing contained in this Section shall preclude a subsequent occurrence of a similar nature from being presented as a grievance provided with the grievance on the subsequent occasion is lodged within **(5)** working days of the occurrence.

**16.04** Time limits established in the foregoing paragraphs of this Article may be changed by mutual consent of the parties.

**16.05** Awards and settlements of grievances may or may not be retroactive as the equities of each case may demand, but in no event shall any award be retroactive beyond the date on which the grievance was first presented.

**16.06** Meetings for the processing of grievances shall be scheduled by agreement of proper representatives of the Plant Management and the Union. To the extent possible, such meetings will be scheduled outside the working hours of the persons required to be present.

**16.07** Time spent in handling grievances in the Plant during working hours shall be paid for by the Union, when such grievances are initiated by the Union. Time spent in handling grievances within the **Plant** during working hours shall be paid for by the Company when such grievances are initiated by the Company.

## **ARTICLE XVII**

### **Discharge and Suspension**

**17.01** Whenever a discharge takes place, a department steward and a Union Executive will be present where possible. When

suspensions take place a departmental steward or a Union Executive will be notified and present where possible.

**17.02** In the event the employee claims that he has been unjustly discharged or suspended, he must present a written grievance concerning such claim through the steward of the department to the Plant Manager within five (5) working days after he has been discharged or suspended. Such grievances will be handled in accordance with the procedure set forth in Article 16, beginning at the fourth step.

**17.03** Such claim may be settled by confirming the employee's discharge or suspension or by reinstating him in employment without loss of seniority and paying him earnings at the regular rate from the date on which the grievance was first filed in writing (less any earnings **received** from other sources) or by an arrangement for lesser earnings which in the opinion of the parties or a Board of Arbitration is just and equitable.

#### **ARTICLE XVIII**

##### **Injury Allowance**

**18.01** Any employee who is injured while at work and is unable to work because of such injuries shall be paid his regular earnings for the balance of the day on which the injury occurs, provided medical attention is necessary and the employee is advised by the doctor not to return to work.

**18.02** When during regular working hours an employee wishes to leave his job in order to receive further treatment of injuries incurred at the plant, he shall report to and obtain permission from his Foreman. Only when treatment of an injury is handled in this manner will an employee receive his regular earnings for the time required away from his regular duties.

#### **ARTICLE XIX**

##### **Health and Welfare Plan**

##### **19.01**

- (a) The Company will provide for the duration of this Agreement, subject to the provisions of the Group Insurance Contract and all riders thereto, the benefits as

outlined in the Group Insurance Plan Booklet.

- (b) Group Insurance Booklets will be revised and redistributed whenever changes in plan provisions are negotiated, and schedules of insurance will be updated and distributed whenever new levels of benefits are negotiated.

**19.02** Schedule of Insurance referred to in **19.01**

1. Life Insurance – **\$19,000** effective Sept. **22, 1992**  
**\$20,000** effective May **15, 1993**
2. Accidental Death & Dismemberment – **\$20,000** effective May **15, 1993**
3. (a) Weekly Disability Benefits – **66-2/3%** of basic weekly earnings (gross earnings) to the maximum **UIC** benefit.  

(b) It is understood that the additional cost of the improved benefit program outlined herein is in lieu of any employee entitlement to a rebate in the future according to Section **64** of the Unemployment Insurance Act, **197 1** and Section **66(1)** of the regulation under the act.
4. Retire Life Insurance – **\$2,000** for those retiring after May **15, 1983**.
5. Supplementary Health Care (**100%** for covered expenses up to present plan limits.)
6. Long Term Disability Benefit – **\$120** per week, effective July **9, 1990**.
7. Dental Plan for employees with 1 year service – **1992 ODA** (effective August **24, 1994**)
8. Safety Shoes – The Company will assume **100%** of the cost of safety shoes to a maximum of **\$60.00** a pair for all employees with seniority.

**19.03** The Company agrees to pay the full cost of the Ontario Health Insurance Plan (**OHIP**) for the term of this Agreement.

**19.04** In the case of an employee who is laid off, granted leave of absence, or whose employment is interrupted for any reason

except sickness or compensable accident, the foregoing benefits shall be continued in force for one month following the last day of the month in which such interruption occurs.

**19.05** In the case of an employee who is unable to work by reason of sickness or compensable accident, the foregoing benefits shall be continued in force for a period of two **(2)** years following the last day of the month in which such employee ceases to work by reason of such sickness or accident.

**19.06** In the case of an employee who quits or is discharged the foregoing benefits shall cease immediately on the date such termination of employment occurs.

**19.07** The above benefits will become effective upon completion of one month of continuous active service.

**19.08** Copy of the Group Insurance Contract and all riders thereto will be supplied to the Union.

## **ARTICLE XX**

### **Non-Contributory Pension Plan**

**20.01** The formula presently used in the calculation of pensions in the Non-Contributory Pension Plan provides for monthly pension on retirement, calculated as follows:

- (a) Effective May 15, 1994, **\$22.50** for each year of continuous service.
- (b) Effective May 15, 1995, **\$23.00** for each year of continuous service.

The Old Age Pension will not be deducted from the pension but all other existing deductions will be made.

- (c) Reduction to pension for early retirement is **4%** per year from age **60**, **1-1/2%** per year at age **62**.

**20.02** The Company will arrange to furnish the Union with an annual statement showing the balance in the Trust Fund as of December **31st** of the previous year and also contributions made, interest earned and total pensions paid during the previous year.

## ARTICLE XXI

### Wages/Rates of Pay

**21.01** The system of establishing wage classification of jobs into their respective labour grades as established by the Company is accepted by the Union as drawn. The wage rate for each of the established labour grades is as shown in Attachment **"B"**.

**21.02** Jobs as classified by the Company within the appropriate labour grade and as shown in Attachment **"C"** shall remain in effect unless there is a change in work content or design which, in the opinion of the Company, necessitates a change in the labour grade classification.

**21.03** The Company shall classify all new jobs in accordance with the established job classification system. The Company may establish a temporary classification for a new job for a period of **60** days.

**21.04** When the Company changes the labour grade classification of a job as a result of a change in work content or design, and it is claimed by the Union that the Company has incorrectly classified the changed job within the established system the Union may file a grievance within thirty (**30**) days in accordance with the grievance procedure as outlined in Article XVI.

**21.05** When the Company establishes the labour grade classification of a new job, and it is claimed by the Union that the Company has incorrectly classified the new job within the established system, the Union may **file** a grievance within thirty (**30**) days in accordance with the grievance procedure as outlined in Article XVI.

**21.06** Any employee temporarily or permanently transferred to a higher wage classification shall receive the rate of pay for that classification. If temporarily transferred to a lower wage classification, he shall continue to receive his own rate until reinstated in his original job, provided the change is not: at the employee's own request due to reduction in work force, due to a discontinuance\*; of the job or provided he is not replaced due to his inability to do the job in an efficient manner, in which

cases he shall receive the prevalent rate of pay for the new job.

*\*Discontinuance will be interpreted as an actual stopping of an operation for a period of **time** in case of running out of materials or product, or due to business requirements making it necessary to change production items.*

#### INCENTIVES

**21.07** The Company shall establish incentive standards on any operation as deemed desirable by the Company. The Union will be notified when studies are to be taken.

**21.08** Incentive standards so established shall provide an earnings opportunity such that a properly **qualified** operator, working at an incentive pace shall be able to earn **25%** above the wage rate for the job classification. Incentive standards shall be established in keeping with the Company's work measurement practices.

**21.09** Incentive standards shall remain unchanged unless there is a change or an accumulation of changes in methods, material, equipment, or quality requirements which would change a standard by **5%** or more. The company shall revise the incentive standard to reflect the changes. Clerical errors or other demonstrable errors shall be corrected immediately upon discovery.

**21.10** Should conditions occur of a temporary nature which are not provided for in an incentive standard, the Company will endeavour to establish an allowance to cover such conditions wherever possible.

**21.11** Incentive earnings shall be calculated on daily basis based on the hours earned and the base rate of the appropriate labour grade classification. An operator shall not be paid less than the appropriate job base rate for the hours worked.

**21.12** Incentive earnings shall be unrestricted provided the operator follows the prescribed method and sequence and maintains the required quality level. Incentive operators are required to perform at an incentive pace of approximately **125%**.

**21.13** Defective work resulting from the poor workmanship of

an employee working on an operation covered by an incentive standard shall result in a reduction in his incentive earnings.

Such reduction will occur as a result of the employee having to repair faulty workmanship in his own time or not being paid for the unacceptable production.

**21.14** The Company may established temporary incentive standards for a period of time or for a production quantity. Such temporary standards, which are based on the best data and information available at the time, shall provide earning opportunity of **25%** above the wage rate for the job while the operator is working at an incentive pace. Temporary incentive standards shall be valid for four months and may be extended by mutual agreement. However, temporary incentive standards shall be replaced as quickly as is possible by permanent standards. The parties agree that all present temporary standards become permanent standards.

**21.15** Permanent incentive standards established by the Company will not be subject to grievance until the operator performs the operation against the incentive standard for a period of thirty actual working days. In cases when less than thirty **(30)** work days of operation occurred in the six month period, the trial period shall he considered complete and incentive standard subject to grievance. Any disputes with regard to the incentive standard will only be considered if grievance is submitted within **five (5)** working days following the expiration of the trial period. If an incentive standard is changed as a result of a grievance then the change will be retroactive to the effective date of the permanent standard.

**21.16** If, as a result of the introduction of a process or a change in method to an existing job, it is not practicable, in the opinion of the Company, to establish either a temporary or a permanent incentive standard, the operator shall be paid not less than the base rate of the appropriate labour grade classification.

**21.07** When experienced casters are permanently changed from one type of production to one which they have not **previ-**

ously (except in the introduction of a new model) or from conventional bench casting to mechanical bench casting, they shall be paid their average hourly rate for a period of **15** working days.

**21.18** Casters coming off a vacation, shall be paid at their base rate for time spent preparing benches for production.

**21.19** When conditions **necessitate** the payment of downtime upon approval, it will be paid at the employee's highest base rate.

**21.20 BONUS PRODUCTION RATE**

It is **recognized** that ongoing improvements in product quality and productivity are joint goals of the parties to this Agreement; and that fair treatment and appropriate compensation for affected employees is an essential element in reaching these goals.

**21.21** For selected operations, a Bonus Production Rate will be established for the job classes affected.

**21.22** The Company will establish standards through **recognized** work measurement techniques as outlined in the Collective Agreement. Standards may be altered only where there is an actual change in methods, materials, equipment or quality standards; however, there will be no application of the **5%** minimum standard change referred to at **21.09**. Standards are subject to review, and of deemed necessary, may be grieved under present procedures.

**21.23** The Bonus Production Rate will be paid for all hours worked in the applicable job classes for periods in which *the* production of high quality units reaches or exceeds **100%**, according to the following formula:

$$\frac{\text{Standard Hours Earned}}{\text{Actual Hours Worked} \times 1.3} \times 100$$

**21.24** The Bonus Production Rate will be the average of the appropriate labour grade **Daywork** Rate and Incentive Rate multiplied by **1.3**.



#12.60 (DFT RATE)

e.g.  $\frac{(\text{Daywork Rate} + \text{Incentive Rate}) \times 1.3}{2} = \text{Bonus Production Rate}$

21.25 When the Bonus Production Rate is not earned, payment will revert to the Daywork Base Rate. It is understood that returned defective product will be deducted from earned hours until rework or repairs can be affected.

21.26 New Employees will be paid at the Daywork Base Rate until included in the Bonus Production Rate at the foreman's discretion, but not for more than 40 working days. New employees' hours will be included in "Actual Hours Worked" however, the lower productivity level of such employees will be considered in evaluating whether the Bonus Production Rate should continue to be paid.

21.27 It is understood that all employees (both salaried and hourly) are expected to work toward the previously stated goals of improving quality and productivity. To this end, all employees are also expected to strive for the continued attainment of the Bonus Production Rate. Once the Bonus Production Rate is reached, it is anticipated that it should be earned continuously, barring substantial staffing changes or major alterations to the production process. Should production fall below the required level for reasons beyond the control of those to whom the Bonus Production Rate would apply, the Bonus Production Rate may nevertheless be paid for temporary periods on the approval of appropriate management. The approvals required shall be as follows for consecutive periods:

- Periods 1 and 2 – Foremen
- Periods 3 and 4 – Above plus second level Supervisor
- Periods 5 and 6 – Above plus third level Supervisor
- Periods beyond 6 – Above plus fourth level Manager, V-P Operations and V-P Industrial Relations

**ARTICLE XXII**

**Compulsory Retirement**

22.01 It is agreed between the Company and the Union that

there shall be a compulsory retirement age for all employees covered by this Agreement which shall be the first day of the month following the month in which the employee's 65th birthday occurs. Should Provincial or Federal Law applicable to this agreement be passed this article will be modified to comply with that law.

**ARTICLE XXIII**

**Derogatory Notations**

23.01 All derogatory notations placed against the record of an employee shall remain against his record no longer than 12 months.

**ARTICLE XXIV**

**Separation Pay**

24.01

(a) If the Company in its sole discretion permanently discontinues Pottery operations at its 1401 Dupont Street plant, or transfers the production facilities or operations connected therewith to another location any employee having one (1) year or more of seniority, whose services are terminated as a direct result of such action, shall in lieu of notice or other considerations, be paid separation payments within thirty (30) days of their termination date, as follows:

<b>Continuous Years of Service</b>	<b>Separation Allowance</b>
<b>1 year but less than 3</b> . . . . .	<b>2 weeks</b>
<b>3 years but less than 5</b> . . . . .	<b>4 weeks</b>
<b>5 years but less than 7</b> . . . . .	<b>6 weeks</b>
<b>7 years but less than 10</b> . . . . .	<b>8 weeks</b>
<b>10 years and over</b> . . . . .	<b>10 weeks</b>

– one week's pay shall be defined as 40 hours multiplied by the highest **daywork** base rate.

(b) Separation Pay Allowance shall not be paid to:

1. Employees who are offered employment of equal base rate, regardless of shift and location within **thir-**

- ty (30) days after their employment is terminated because of the total permanent shutdown of the **1401 Dupont** Street plant.
2. Employees laid off due to lack of work prior to the effective date of this Agreement who are not subsequently recalled, employees hired subsequent to the effective date of this Agreement with less than one year's seniority and employees whose employment is terminated for just cause prior to the permanent shutdown date of the **1401 Dupont** Street plant.
  3. Employees who are eligible to receive pension benefits upon application to the Company.
  4. Employees who are receiving or who may be eligible to receive total and permanent disability payments until eligible for pension benefits.
  5. Employees who are selected to transfer with full seniority in the event that the facility located at **1401 Dupont** Street is relocated in the Metropolitan Toronto area.
- (c) Employees who qualify for and receive a Separation Pay Allowance shall retain their eligibility for a deferred pension, if they were eligible for such deferred pension on the date of their termination, as provided under the terms of the non-contributory pension plan.
- (d) The Separation Pay Allowance, as provided for in this Agreement, is not to be paid as a result of day-to-day layoffs, because of work-load fluctuations, but is to be paid as a result of termination of employment due to plant shutdown only. Any employee whose services are terminated in accordance with paragraph (a) of this section may elect, within ten (10) days of terminations to receive the separation allowance as provided in paragraph (a) or elect to remain on layoff status and defer termination until the plant is permanently and totally closed, at which time separation payment will be made in the amount the employee was eligible to receive the last day worked.

- (e) In consideration of the benefits provided by this Agreement, the Union and each of the represented employees agree jointly and individually to co-operate fully in the moving of jobs, or operations and will not interfere in any manner with the moving of, tools, facilities, dies, machinery, equipment and material from the **1401 Dupont** Street Plant. It is understood and agreed that non-compliance with the foregoing will be considered just cause for discharge and loss of all separation pay benefits.
- (f) It being further understood that in consideration of the separation pay benefits provided for in this section, that any employee terminated due to the discontinuance of the operations at **1401 Dupont** Street shall, therefore, forfeit all seniority, rights or benefits, expressed or implied to which the employee may now or hereafter be entitled, except those **benefits** which the employee would expressly be eligible to receive under the provisions of the pension agreement or labour agreement at the time of their termination. It being further understood that employees may not earn or otherwise become entitled to any benefits subsequent to their termination date.

#### **ARTICLE XXV**

**25.01** This Agreement plus the following Letters of Understanding identified as Attachment A to **S** constitutes the full and complete Agreement between the parties except as modified by future agreement.

#### **Termination**

This Agreement shall become effective as of the ~~25th August, 1994 and shall continue in effect until the 15th May, 1996 at 12:00~~ midnight and shall continue in force and effect from year to year unless written notice is given to the other as outlined below.

Between March **14** and May **15,1996** either party may give notice of any changes required and negotiations will immediately commence. Where notice to amend this agreement is

given, the provisions of this agreement shall continue in force until the new agreement is reached or to the extent allowed by Section 79 of the Ontario Labour Relations Act.

FOR THE COMPANY:

Norm Livingstone  
Glenn **McClocklin**  
Ross **Joslin**  
John **Rushton**

FOR THE UNION:

Ross Armstrong  
**F. Peluso**  
**M. Kordic**  
**D. Mollo**  
**F. Assisi**  
**R. Peach**

**ATTACHMENT "A"**  
**WAGE ASSIGNMENT AND**  
**DUES DEDUCTION AUTHORIZATIO**

I hereby **authorize** and direct American-Standard Division of **Wabco-Standard** Ltd. to deduct from from my earnings each week and to remit to the Union, beginning the week following the completion of the sixty calendar day probationary period and for each succeeding week thereafter, **the** amount of weekly dues and initiation fees currently in effect according to the **Constitution** of the Glass, **Molders**, Pottery, Plastics, & Allied Workers, International Union, which amount of dues and initiation fees I assign and transfer to the Glass, **Molders**, Pottery, Plastics & Allied Workers International Union.

Date of Signing .....  
Employee's Signature .....  
Employee's Clock No. ....  
Employee's Address .....  
.....  
.....

**ATTACHMENT "B" POTTERY**

**July 8, 1990**

Grade	Start	Add-on	3 Mon.	Add-on	6 Mon.	Add-on	9 Mon.	Add-on
1 DW	11.04	.20						
INC	9.81	.20						
2 DW	11.24	.20	11.37	.20				
INC	9.88	.20	9.95	.20				
3 DW	11.44	.20	11.57	.20	11.71	.20		
INC	9.95	.20	10.02	.20	10.10	.20		
4 DW	11.77	.20	11.91	.20	12.05	.20		
INC	10.07	.20	10.17	.20	10.25	.20		
5 DW	12.11	.20	12.25	.20	12.40	.20		
INC	10.24	.20	10.32	.20	10.41	.20		
6 DW	12.45	.20	12.60	.20	13.04	.20		
INC	10.39	.20	10.48	.20	10.71	.20		
7 DW	13.16	.20	13.24	.20	13.67	.20		
INC	10.55	.20	10.79	.20	11.11	.20		
8 DW	13.43	.20	13.81	.20	14.18	.20	14.39	.20
INC	10.87	.20	11.10	.20	11.42	.20	11.58	.20
9 DW	14.12	.20	14.49	.20	14.86	.20	15.20	.20
INC	11.22	.20	11.54	.20	11.95	.20	12.15	.20
10 DW	14.39	.20	15.26	.20	15.81	.20	16.19	.20
INC	11.66	.20	12.07	.20	12.57	.20	12.90	.20

(An additional .20 add-on after bonus production rate)

**ATTACHMENT "B" POTTERY  
May 15, 1991**

Grade	Start	Add-on	3 Mon.	Add-on	6 Mon.	Add-on	9 Mon.	Add-on
1 DW	11.59	.20						
INC	10.26	.20						
2 DW	11.79	.20	11.92	.20				
INC	10.33	.20	10.40	.20				
3 DW	11.99	.20	12.12	.20	12.26	.20		
INC	10.40	.20	10.47	.20	10.55	.20		
4 DW	12.32	.20	12.46	.20	12.60	.20		
INC	10.52	.20	10.62	.20	10.70	.20		
5 DW	12.66	.20	12.80	.20	12.95	.20		
INC	10.69	.20	10.77	.20	10.86	.20		
6 DW	13.00	.20	13.15	.20	13.59	.20		
INC	10.84	.20	10.93	.20	11.16	.20		
7 DW	13.71	.20	13.79	.20	14.22	.20		
INC	11.00	.20	11.24	.20	11.56	.20		
8 DW	13.98	.20	14.36	.20	14.73	.20	14.94	.20
INC	11.32	.20	11.55	.20	11.87	.20	12.03	.20
9 DW	14.67	.20	15.04	.20	15.41	.20	15.75	.20
INC	11.67	.20	11.99	.20	12.40	.20	12.60	.20
10 DW	14.94	.20	15.81	.20	16.36	.20	16.74	.20
INC	12.11	.20	12.52	.20	13.02	.20	13.35	.20

(An additional .20 add-on after bonus production rate)



**ATTACHMENT "B" ACRYLICS & PLASTICS  
July 8, 1990**

<b>Grade</b>	<b>Start</b>	<b>Add-on</b>	<b>3 Mon.</b>	<b>Add-on</b>	<b>6 Mon.</b>	<b>Add-on</b>
A DW	9.98	.20	10.44	.20	10.54	.20
INC	9.14	.20	9.24	.20	9.34	.20
B DW	10.70	.20	10.80	.20	10.90	.20
INC	9.33	.20	9.41	.20	9.51	.20
C DW	11.06	.20	11.16	.20	11.29	.20
INC	9.48	.20	9.58	.20	9.71	.20
D DW	11.52	.20	11.62	.20	11.75	.20
INC	9.75	.20	9.85	.20	9.98	.20
E DW	11.85	.20	12.00	.20	12.15	.20
INC	9.89	.20	10.04	.20	10.19	.20
F DW	12.56	.20	12.69	.20	12.80	.20
INC	10.30	.20	10.45	.20	10.60	.20
G DW	15.77	.20	16.52	.20	17.27	.20

(An additional .20 add-on after bonus production rate)

**ATTACHMENT "B" ACRYLICS & PLASTICS  
May 15, 1991**

Grade	Start	Add-an	3 Mon.	Add-on	6 Mon.	Add-on
A DW	10.53	.20	10.99	.20	11.09	.20
INC	9.59	.20	9.69	.20	9.79	.20
B DW	11.25	.20	11.35	.20	11.45	.20
INC	9.78	.20	9.86	.20	9.96	.20
C DW	11.61	.20	11.71	.20	11.84	.20
INC	9.93	.20	10.03	.20	10.16	.20
D DW	12.07	.20	12.17	.20	12.30	.20
INC	10.20	.20	10.30	.20	10.43	.20
E DW	12.40	.20	12.55	.20	12.70	.20
INC	10.34	.20	10.49	.20	10.64	.20
F DW	13.11	.20	13.24	.20	13.35	.20
INC	10.75	.20	10.90	.20	11.05	.20
G DW	16.32	.20	17.07	.20	17.82	.20

(An additional .20 add-on after bonus production rate)

**ATTACHMENT "C"**  
**Effective May 15, 1984**

Job Classification	Grade
<b>Funnel Washer</b> .....	.1
General Labourer .....	.1
Janitor .....	.1
<b>Parceller</b> .....	.1
Funnel Washer – BankCast Pourer .....	.2
<b>Court Handler</b> .....	.2
Fitter Tanks .....	.2
Flush Tester Machine .....	.2
Foot Grinder Tester .....	.2
<b>Grinder</b> .....	.2
Inventory Taker .....	.2
Operator Mobile Sweeper .....	.2
Packer Bowls .....	.2
<b>Packer Tanks</b> .....	.2
Pallet Handler .....	.2
Supplyman-Packing Line .....	.2
Unloader Tank Line .....	.2
Janitor /Handler Defective Whiteware .....	.2
Segregation Conveyor Unloader .....	.2
Assistant Kiln Car Repairman .....	.3
<b>Batt Caster</b> .....	.3
Finisher .....	.3
Butterslip Maker .....	.3
Epoxy Repairman .....	.3
Fitter Tanks-Special .....	.3
Flush Tester-Bench .....	.3
<b>Glaze Maker</b> .....	.3
Inspector Whiteware .....	.3
Mould Soaker .....	.3
Refire-Prep-Spray .....	.3
<b>Tank Liner</b> .....	.3
<b>Tube Cutter</b> .....	.3
Whiteware Hustler .....	.3
<b>Whiteware</b> Repairman .....	.3
Slip Maker <b>Payloader</b> .....	.3
Packer Miscellaneous .....	.3
<b>Packer Lavas</b> .....	.3
Decal Applicator .....	.3
<b>Fiberglass</b> Repairman .....	.3
<b>Photopex</b> Repair .....	.3

<b>JobClassification</b>	<b>Grade</b>
<b>Packer Lavas</b> .....	.3
<b>Stackeeper</b> .....	.
<b>Caster Tanks</b> .....	.
<b>Glost Inspector</b>	
Inspector Packer Misc. Ware .....	.4
Kiln Car Unloader .....	.4
Lab Assistant .....	.4
<b>Marble Slip Maker</b> .....	.
Operator Lift Truck .....	.4
<b>Refire Loader</b> . .	.
<b>Spray Unit Operator</b> .....	.
Inspector-Finisher/Conveyor .....	.4
Carton Supplyman .....	.
Cast Shop Handyman .....	.
Caster Bowls .....	.5
Caster <b>Fnts., Legs, Ped.,</b> Group I .....	.5
Caster <b>Lavas</b> Group I .....	.5
<b>Caster Lavas Bank Unit Group I</b> .....	.5
Glaze Maker, Slip Maker-Payloader .....	.5
Mould Maker Group I .....	.5
Luxury Product <b>Conveyor/Utility</b> Operator .....	.5
<b>One Fire Loader</b> .....	.
Sprayer One Fire .....	.5
Sprayer Refire Colour .....	.5
<b>Dorst Operator</b> .....	.5
<b>#6 Kiln Load/Unload Helper</b> .....	.
Stockroom Attendant .....	.5
Caster <b>Lavas</b> Group <b>II</b> .....	.6
Caster <b>Lavas</b> Bank Unit Group II .....	.6
Caster <b>Fnts., Sinks</b> Group II .....	.
Mould Maker Group II .....	.6
Mould Shop Utilityman .....	.6
Caster Stalls -Wall Bowls .....	.7
Glaze Technician .....	.
Lab Technician .....	.7
Lab Slip and Glaze Utility .....	.7
Pilot Plant Technician .....	.7
<b>#6 Kiln Load/Unload Operator</b> .....	.7
<b>CIM #Unit Leader</b> .....	.7
Group Leader <b>Glost; Quality Co-Ordinator</b> .....	.7
Blocker Caster .....	.8
<b>Kiln Car Repairman</b> .....	.
Refractory Bricklayer .....	.8

<b>Job Classification</b>	<b>Grade</b>
Slip Technician .....	.8
Caster <b>One</b> Piece Bowls .....	.8
Modeller .....	.9
Senior Lab Technician .....	.
Bowl Bank <b>Utilit</b> .....	.9
Slip Process and Control; Technician .....	.9
Caster <b>Platner</b> .....	.10
Leadhands .....	.10
Modeller Specialist .....	.10
Grand Luxury Caster .....	.10

WARD STREET DIVISION

Plastics

Assembler .....	.
Machine Operator .....	<b>B</b>
Utility .....	.
Mould Maintenance Set-Up .....	.

Acrylics

Janitor .....	A
Stockkeeper .....	B
Utility (Trim, Assembler, Finisher, Rework) .....	C
Shipper/Receiver .....	<b>D</b>
Quality Control Rework .....	D
<b>Thermoformer</b> .....	<b>E</b>
Sprayer .....	F
Group Leader .....	F

**LABOUR GRADE IDENTIFICATION**  
by PLATE NUMBER

Bowl <b>Casting</b>	Labour Grade
2001-2006-2007-2008-2010-2009-2025-2026 .....	.8
Wall Bowl <b>F2477-F2478</b> .....	.7
<b>F2477BP-F2478BP</b> .....	.
Wall Bowl <b>F2511-F2512</b> .....	.7
Wall Bowl <b>F3100</b> .....	.
Bowl <b>F2516</b> .....	.
Bowl <b>F3028</b> .....	7

	Labour Grade
Bowl Casting	
<b>Bowl F3088-9468-9469</b> .....	.7
<b>Bowl F2222-2222BP</b> .....	
Bowl <b>F2242</b> .....	
Bowl <b>F3086, F3087, F9466, F9467, F2272, F3057, F3058</b> .....	.7
Bowl <b>5025</b> .....	
<b>Bowl F3052-3052BP</b> .....	.7
Bowl <b>F3060</b> .....	.7
<b>Bowl F3065</b> .....	
Bowl <b>F3070</b> .....	.7
Bidet <b>F5015</b> .....	.7
<b>Bowl F2272-F3162</b> .....	
Bidet <b>F5003, F5002, F5023, F5017</b> .....	.6
Bidet <b>F5000</b> .....	.6
Bidet <b>F5006, F3163</b> .....	.6
Bidet <b>F5007</b> .....	.6
<b>Bidet F5004</b> .....	.6
<b>Bowl F3031</b> .....	
Bowl <b>F3092</b> .....	
Bowl <b>F3089</b> .....	
<b>Bowl F3192</b> .....	
Bowl <b>F3194, F3112, F3412, F3024</b> .....	.5
Bowl <b>F3014</b> .....	.5
<b>Bidet F5005</b> .....	
Tank Casting	
<b>F4085</b> .....	.5
<b>F4101-F4102-F4104-F4105</b> .....	.4
<b>F4049</b> .....	
<b>F4049 Bolted</b> .....	
<b>F4052</b> .....	
<b>F4052 Bolted</b> .....	
<b>F4055</b> .....	
<b>F4015</b> .....	.4
<b>F4075</b> .....	.4
<b>F4025, F4040, F4049, F4050, F4089, F4057</b> .....	.4
<b>F4041, F4078</b> .....	
<b>Extra Covers</b> .....	.4
Lava Cast Bench	
<b>F0140 = 20"</b> .....	
<b>F0141 = 20"</b> .....	
<b>F0473</b> .....	
<b>F0487-F0489</b> .....	
<b>F0450</b> .....	
<b>F0410</b> .....	.5

F0460	.5
F0466	
F0473	
SF0560	
SF0520-0520 Marble	.5
F0489-04878	.5
F0425, F0460, F0520, F0540, F0514, F0516	.5
F0025, F0176, F0350, F0351, F0374, F0375, F0530	.6
Lava Bench Casting	
Labour Grade	
F0030-0035	
F0192 = 20"	
F0193 = 20"	.6
F0194 = 22"	
F0195 = 22"	
F0196 = 24"	
F0197 = 24"	
F0350 = 20"	.6
F0351 = 20"	.6
F0352 = 22"	
F0353 = 22"	
F0356 = 20"	.6
F0357 = 20"	
F0358 = 22"	
Lava Casting	
Labour Grade	
FP376	.6
F0377	
F0420	
SF0530-0530 Marble	.6
Lava Bank Casting	
F0335	
F0010	.5
F0409	
F0411	
F0494-0498	
F04898-0487.	
SF0520	
F0062 Pedestal	
F0425, F0010, F0492	
F0493, F0475, F0476	
F0082, F0083	
SF0524	
SF0530	
F0075	

F0065	.6
F0040	.6
F0045	.6
F0091	.6
F0096	.6
F0030, F0364, F0368	.6
F0178, F0179, F0530	.6
F0024	.6

Sinks - Fountains-Pedestals

F7040 - 18" Sink, F0022, F730	.5
F8303 Fountain, F0062, F0012	.5
F0483 Pedestal	.5
F0011 Pedestal	.5
F0486 Pedestal	.5
F7041 = 24" Sink	.6
F8310 = Fountain	.6
F8333 = Fountain	.6

**Urinals**

F6580	.5
F6585	.6
F6400	.7
F6405	.7
F6500	.7
F6505	.7
F6530	.7
F6535	.7
F6560 - F6600	.7
F6565	.7



Mould Maker Group 1:

0011, 3112, 3412	. . . . .	5
0140, 0141, 4025, 4078	. . . . .	5
0192, 0193, 3057, 3058	. . . . .	5
0194, 0195, 4057, 5023	. . . . .	5
0196, 0197, 5026, 0447	. . . . .	5
0350, 0351, 0356, 0357	. . . . .	5
0352, 0353, 0358, 0359	. . . . .	5
0374, 0375, 3024, 0178, 0012	. . . . .	5
0376, 0377, 0014, 0024, 0414	. . . . .	5
0410, 0450, 0475, 0492, 0051	. . . . .	5
0420, 0053, 0055, 0057	. . . . .	5
0460, 0466, 0058, 0059, 0052	. . . . .	5
0470, 0473, 0054, 0056	. . . . .	5
0483	. . . . .	5
0486	. . . . .	5
0487, 0489	. . . . .	5
0494, 0498	. . . . .	5
0520 Bench Cast	. . . . .	5
0524 Bench Cast	. . . . .	5
0530 Bench Cast	. . . . .	5
0560	. . . . .	5
2222, 2222BP	. . . . .	5
2242	. . . . .	5
2272, 3162	. . . . .	5
3014	. . . . .	5
3028	. . . . .	5
3031 Bench Cast.	. . . . .	5
3052, 3052BP	. . . . .	5
3060	. . . . .	5
3065	. . . . .	5

Labour Grade 5

3070	. . . . .	5
3088, 3088BP, 9468, 9469	. . . . .	5
3089	. . . . .	5
3092	. . . . .	5
3100	. . . . .	5
3162	. . . . .	5
3192	. . . . .	5

3194, F0335, F0460, F0466	.5
4015, F0484, F0485, F0488	.5
4040, F0494, F0498, F4055	.5
4049, 4050, F4083, F4078	.5
4052	.
4055	.
4075	.5
4085	.
4101, 4104	.
4102, 4105	.5
5000, 5007	.
5003	.5
5005	.
5006	.5
5015, 5017	.
6580	.5
6585	.
7040	.5
7041	.
8303	.
8310	.5
8333	.

**MOULD MAKER GROUP 2:**

0010, 0082, 0083, 2026	.6
0030, 0035	.
0040, 0045	.
0062	.
0065	.6
0075	.
0091, 0096	.
0099	.6
0335	.
0409, 0411	.
0469	.
0479	.
0520 Bank Cast	.
0520 Bank Cast	.
0520 Bank Cast	.

LABOUR GRADE 6

2006	6
2007	6
2008	6
2010	6
2029	6
2477, 2477BP	6
2478, 2478BP	6
2511	6
2512	6
2516	6
3031 Bank Cast	6
5029	6
6400, 6405	6
6500, 6505	6
6530, 6535	6
6560, 6565	6

**DORST PRESS**

F0335, F0460, F0466, F0484	6
F0485, F0488, F0484, F0498	.5
F4055, F4083, F4078	6

**LETTERS OF UNDERSTANDING**  
**(D) PAID HOLIDAYS AT THE CHRISTMAS/  
NEW YEAR PERIOD**

As agreed at our recent negotiations, upon ratification of the Company's final offer on June 13, 1986, we will adopt the following policy.

In respect to the **Christmas/New** Year paid holiday period, if an employee fails to work the qualifying day(s) before and/or after the holiday period and does not have an acceptable reason for such absence, he shall not receive pay for three **(3)** of the Christmas/ New Year holidays for each such absence. In addition, if he is absent two **(2)** consecutive days either before or after the Christmas/ New Year holiday period, he shall not be paid for any of the Christmas/ New Year holidays. The Company will continue its present practice of accepting reasonable excuses for employee absence before and after holidays.

**(E) UTILITY CASTERS**

As agreed at our recent negotiations, upon ratification of the Company's final offer on June 13, 1986, we will adopt the following policy.

The Utility Casters' normal duties do not include acting as a Lead Hand. He is generally to be used as a replacement caster to fill in for absenteeism and also to be used as an instructor for trainee casters or training experienced casters on new products. If it becomes necessary to use a Utility Caster for a Lead Hand, it will be designated exactly when he has the authority of a Lead Hand.

Openings for Cast Shop Utility man will be posted and paid at their average hourly earnings.

**(F) MISCELLANEOUS BOWL CASTERS**

As agreed at our recent negotiations, upon ratification of the Company's final offer on June 13, 1986, we will adopt the following policy.

In the event that an additional bowl bench is put into production, experienced miscellaneous bowl casters will be

given the opportunity, in order of departmental seniority, to take the new bench before the vacancy is posted. This procedure will be limited to one move.

This procedure will also apply to urinal casters if an additional urinal bench is put into production. This is in addition to the current practice for hand lava casters.

**(G) STAFF EMPLOYEES/STAFF MODELLERS**

As agreed at our recent negotiations, upon ratification of the Company's final offer on June 13, 1986, we will adopt the following policy.

Responsible for the training and direction of bargaining unit employees.

Responsible for the development and production of new products in the initial stage.

Staff employees will not take overtime work away from bargaining unit employees.

It is agreed that there will be no more staff modellers than bargaining unit modellers.

**(H) POSTING PRODUCTION CHANGES  
GRADE 5 BOWLS**

As agreed at our recent negotiations, upon ratification of the Company's final offer on June 13, 1986, we will adopt the following policy.

1. The posting will be open to fully trained casters (i.e. at the top rate for their labour grade).

2. There would be only one posting per production change. After one move on a production change, the opening created by the posting would be filled by one of the casters on the product being reduced by seniority. If none of these casters want the opening, the junior man on the product being reduced would be required to take the opening.

3. Employees would be eligible to bid for only one production change every six (6) months, but this will not affect their eligibility for any other type of posting.

4. A man accepting a bench as a result of a production change must be able to produce at the rate of at least **100%** within three days. Following that he must follow the normal learning curve. Clause 21.17 will also apply.

5. Employees with previous experience shall receive average for one day. However, if they have not worked on the ware for over six months, they shall receive average for three days.

6. For the purpose of this policy, a production change is defined as replacing any grade 5 bowl model currently in production with a different grade 5 bowl model.

7. This policy will not affect the current practice of posting production changes on bowls when the model going into production is higher than a grade 5.

8. This policy will also not affect the current practice of posting vacancies created by retirements, transfers, separations or increased production as outlined in clauses 13.10, 13.11, 13.12 and 13.13 of the current Collective Agreement.

#### **(I) SPLIT BENCH ALLOWANCE**

As agreed at our recent negotiations, upon ratification of the Company's final offer on June 13, 1986, we will adopt the following policy.

The following Split Bench Allowance applies to current bench design for regular, manual, semi-mechanical bowl, wall bowl and miscellaneous benches only.

For casters who are required to cast three distinct types of ware on a bench, an allowance of five minutes per day will be made. The rate will be at the highest base rate of ware on the bench.

For each additional type of ware, an additional five minutes will be allowed.

If any of the ware on a bench is grade 7 or higher, the allowance shall be 10 minutes per day for the third type of ware, and an additional 10 minutes for the fourth type of ware, provided they are grade 7 or above.

This agreement is in lieu of any outstanding claims as of the

date of ratification **1984**.

For purposes of this allowance, a type of ware must be different in design, and not simply a difference in punching, or other nominal differences.

**(J) VACATION SHUT-DOWN**

As agreed at our recent negotiations, upon ratification of the Company's final offer on June **13, 1986**, we will adopt the following policy.

The Company and Union each withdraw its respective proposals for Articles **12.08, 12.09** and **12.11(b)**. It is agreed that the parties undertake as a joint objective, the development of a plan to achieve maximum plant production capacity as required. The plan will consider work and vacation scheduling, skills development (cross training), staffing levels and other pertinent factors. The parties may implement such plans as can be mutually agreed upon.

**(K) ALTERNATE SHIFT SCHEDULING**

As agreed at our recent negotiations, upon ratification of the Company's final offer on June **13, 1986**, we will adopt the following policy.

Both parties agree to form a joint Union Management Committee to study the introductions of alternate shift scheduling. Rules and regulations regarding this study would be as proposed during the recent negotiations.

Prior to implementing any alternate shift schedules to any specific group of employees, said employees will have an opportunity to vote by secret ballot for or against the introduction of such a change. The majority of the affected employees will decide.

Any implementation of a change of schedule will be on a trial basis of at least 3 months at which time said employees will have another opportunity to vote whether or not to continue the changed scheduling. Again, the majority of the affected employees will decide. If the majority votes in favour, then the change will continue. If not, the employees

will revert back to their original scheduling.

#### **(L) DEPARTMENTAL MEETINGS**

As agreed at our recent negotiations, upon ratification of the Company's final offer on June 13, 1986, we will adopt the following policy.

It is clear that there are a number of areas within the plant where problems or misunderstandings may not have been dealt with as well as possible. To look only at our current situation, many problems that have been mentioned as contributing to the strike could have been resolved through better communication.

In order to try to improve this, we propose that the Company and the Union agree to an experimental program of Departmental Meetings. In general, the features of this program would be:

- \*The topic and objective of the meetings would be to improve the operation of the Department and to exchange information. Resolving Employee problems and work problems would be included. Items beyond the Departmental scope would be dealt with elsewhere.
- \* Frequency of the meetings would be flexible, but should be about every **60-90** days.
- \* The program should begin by October **1986**.
- \* Company representation would be Foremen, General Foreman, and occasionally Superintendents.
- \* Employee representation would be on a rotating basis among all interested Employees. As a guideline, **10%** of a department would be included in a normal meeting.
- \*The Company will pay for time spent in meetings at straight time.
- \* Minutes of the meetings should be posted in the department.
- \* Eventually all departments should be included, but the program should begin with a few areas to develop the process.



This program should be formally reviewed at our midterm meeting to evaluate its success and agree to its continuation.

**(M) SCHEDULED OVERTIME**

As agreed at our recent negotiations, upon ratification of the Company's final offer on June 13, 1986, we will adopt the following policy.

It is agreed and understood that the Company has the right to schedule overtime, and Employees will work such overtime.

However, reasonable excuses will be accepted in cases of non-attendance as for regular workdays. Further, an Employee who has worked excessive overtime may request advance permission to be excused from additional overtime on a specific date.

The Company will withdraw its grievances for damages for failure to work, dated April 19, April 26, and May 9. The Union will withdraw his grievance regarding scheduling vacations filed April 23.

**(N) SAFETY GLASSES**

As agreed at our recent negotiations, upon ratification of the Company's final offer on June 13, 1986, we will adopt the following policy.

The Company will continue its practice of making available to Employees approved safety glasses. In addition, anyone who wears glasses at work may present his prescription to the medical center to be filled with approved safety glasses.

Normally glasses will be replaced no more often than every two years.

**(O) UNIFORMS - MOULD MAKERS**

As agreed at our recent negotiations, upon ratification of the Company's final offer on June 13, 1986, we will adopt the following policy.

The Company will pay the full cost of rental and cleaning for the work clothes of Mould Makers.

**(P) INCENTIVES**

As agreed at our recent negotiations, upon ratification of the Company's final offer on June 13, 1986, we will adopt the following policy.

At the Company's discretion, the Union and Company's Incentive Committees will meet once prior to the issuance of new permanent standards.

Standards shall include allowances for normal obstructions occurring on the job. Foreman shall not create abnormally favourable conditions on the day of time study.

Work measurements will include a sketch of diagram of work area.

When incentive standards are reviewed, no reduction will be made immediately for changes in method which have been initiated, developed and implemented by an employee without Company participation. To qualify, such changes must be acceptable without additional testing or supervisory involvement and recognition in this category will be at the discretion of the Plant Superintendents.

No sooner than three years after the review which **recognized** the above methods change, the standard may be adjusted to include that change, but only if this change and any others that be made equal **5%** or more as provided in Article **21.09**. Should there be a dispute regarding the application of this Agreement, then any resolution shall be sought only as a part of a grievance resulting from a change in the relevant standard.

#### **(Q) APPLICATION OF REVISED RATES**

As agreed at our recent negotiations, upon ratification of the Company's final offer on June 13, 1986, we will adopt the following policy.

When a permanent standard is revised downward, it will be published and may be grieved by the Union as presently provided in the Labour Agreement. However, for pay purposes, the old standard will be **utilized** for **30** calendar days counting the day this standard goes into effect. Effective the **31st** calendar day, an interim adjustment will be made in payroll to reduce the standard by **5%** as provided in the contract. Effective **the 61st**

day, after the standard goes into effect, payroll will pay the new standard to all employees.

This special payroll consideration will be extended to all employees working on that standard as of the date the revision is published. It will remain in effect for each individual employee only so long as he remains on that job. New employees working under the standard for the first time or those returning after the effective date of the standard will immediately be paid at the new reduced standard.

(R)

May 22, 1990

Mr. Carl Hamilton  
Staff Representative  
Glass, Moulders, Pottery,  
Plastics and Allied Workers  
International Union  
61 International Blvd.  
Suite 103  
Rexdale, Ontario  
M9W 6K4

Dear Mr. Hamilton:

**Re: OVERTIME**

When overtime is necessary, the Company shall attempt to canvas on a voluntary basis. Those who normally perform the work shall be asked in accordance with Article 6:14. However, should there not be enough volunteers, the Company reserves the right to assign such overtime assignments.

Your sincerely

**John Rushton**  
Manager  
Industrial Relations

## UNDERSTANDINGS

### I. **DFM**

The Company and the Union will continue to meet regarding the implementation of Demand Flow -- the **Lansdowne** Plant, according to the Demand Flow Agreement. It is the intention of both parties to reach a mutual agreement which addresses the major concerns of the Demand Flow System.

Until such time as the processing cells are developed and the rates are established, the incentive system will remain in effect. Any incentive employee whose operation has not been incorporated into processing cells by January **1,1993**, will be placed on an average hourly rate based on the productivity level for the job. This rate will remain in effect until such time as the operation is incorporated into a processing cell.

The Company and the Union will meet according to a mutually agreed schedule regarding the implementation of Demand Flow in the **Lansdowne** Plant.

The Company will make the Union part of the process of implementation of **DFM** within the **Lansdowne** Plant. To achieve this objective, it is agreed that:

- \* The Union will be part of the decision making in **DFM**.
- \* The Union will take part in any and all negotiations.
- The Union will be part of any changes in current cells or the operational design of addition cells.
- \* The Union will be part of designating new cells.
- \* The Company agrees to put another Cell **#5** team member on line after **30** kiln cars until proven otherwise.
- \* All departments to be incorporated in Cell or Cells according to the Union's **#6 DFM** Proposal of August **12,1994** by May **15,1995**.

**2. PLASTIC DEPARTMENT AND MAIN GLOST** -Will be incorporated into Cell **#5** and rates of pay and seniority according to Collective Agreement.

**3. Employees Laid-Off** will receive separation pay as per the Employment Standards Act, as follows:

Employees will receive one **(1)** week pay for each year of

service up to a maximum of eight **(8)** weeks.

Employees with five **(5)** years or more service will receive an additional week per year of service up to a maximum of twenty-six **(26)** weeks.

**4.** A problem-solving team consisting of four **(4)** members, one from Union Committee, one from Management and two from the problem area will be formed to review problems in problem areas. A priority being Cell **#5**, to begin as soon as the contract is ratified.

**5. TRAINING** – it is the Company's intention to retain the employment of its employees. A continuous training program will be put in place as soon as the employees return to work. The objective of this training program would be to supply training for all employees at American-Standard. A "Training Posting" will be developed.

**6.** All job postings will stipulate the job title, job requirements, wage rates and the amount of people required.