



PILKINGTON

COLLECTIVE AGREEMENT

between

PILKINGTON GLASS OF CANADA, LTD

and

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA
(CAW-CANADA)**

and

**its Local 222
(Whitby)**

02277 (10)

Effective June 9, 2010 through June 8, 2013

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ARTICLE I
PURPOSE

- 1.01 The purpose of this agreement is to establish mutually satisfactory relations between the employer and its employees, to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this agreement.

ARTICLE II
RECOGNITION

- 2.01.1 The Company recognizes that the National Automobile, Aerospace, Transportation and General Workers Union of Canada and its Local 222 is the sole and exclusive bargaining agent for all employees of Pilkington Glass of Canada, in Whitby in Durham region save and except supervisors, persons above the rank of supervisor, sales staff, office and clerical staff, technical staff and students employed during the school vacation period.

ARTICLE III
UNION SECURITY

- 3.01 All employees will be Members of the Union as of the date of this Agreement and will be required to continue to be Members of the Union as a condition of employment with the Company. Any employee who is hired subsequent to the date of this Agreement shall become a Member of the Union upon completion of their probationary period and will be required to continue to be a Member of the Union as a condition of employment.
- 3.02 The Company agrees, when authorized in writing by the Union, to deduct from the wages of all employees within the Bargaining Unit whether Union Members or not, Union initiation fees and monthly dues as laid down by the constitution and by-laws of the Union. This includes probationary and temporary employees and summer students. At the end of each calendar month and by the 10th of the following month the Company will remit by cheque to the Financial Secretary of Local 222, the total of the deductions made together with a list of those from whom deductions were made and a list of those members who did not have union dues deducted and the reason why no deduction took place.
- 3.03 The Company agrees to provide the Union on a quarterly basis the names and addresses of the employees in the bargaining unit.
- 3.04 The Union agrees to indemnify and hold harmless the Company against any and all liability which may arise by reason of the check-off by the Company of Union initiation fees and dues from employee's wages in accordance with this Agreement.
- 3.05 The Company will indicate on Employees T-4 slip a statement of the annual union dues which have been deducted.

ARTICLE IV
MANAGEMENT RIGHTS

- 4.01 The management of the business and the direction of the work force are the exclusive function of the management of the Company.
- 4.02 Without limiting the generality of the foregoing, it is understood and agreed that such rights include:
- (a) the right of the Company to hire, promote and demote, transfer, reclassify, assign, suspend, or otherwise discipline and discharge for just cause any employee,
 - (b) the right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities. In addition the location of plants, the products to be manufactured, the schedules of production, the methods, processes and means of manufacturing are solely and exclusively the responsibility of the Company.
 - (c) the right to make and alter from time to time, reasonable rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this agreement.
 - (d) the right of the Company to formulate, revise and publish personnel policies, which shall be administered in a fair, impartial and consistent manner to all employees in the bargaining unit
- 4.03 The Company agrees that it will not exercise its rights in a manner inconsistent with the express provisions of this Agreement.
- 4.04 The listing of specific rights in the Agreement is not intended to be, nor shall it be considered restrictive of, or a waiver of any rights of the Company not listed and not specifically surrendered herein.
- 4.05.1 Supervisory or non-bargaining unit personnel will not perform any duties that are performed by the bargaining unit except in the case of emergency, or experimentation or troubleshooting provided they do not displace or cause a reduction of hours in the bargaining unit.

ARTICLE V
UNION COMMITTEE

- 5.01 The Company acknowledges the right of the Union to appoint or elect a Facility Committee of two (2) Committee persons and a Chairperson and alternates. Such Facility Committee shall constitute the Bargaining Committee. The Company will recognize and bargain with the committee on any matter properly arising from time to time during the continuance of the agreement. The Chairperson will be assigned to the day shift.

- a) The company agrees to a one hour monthly industrial relations committee meeting with the Operations Manager and Human Resource Manager from the Company and the three (3) Union committee members. Committee members that attend the meeting outside their normal shift will be paid one hour of pay at the applicable rate for participating in the meeting.
- 5.02 In the event that the Union appoints alternates for any or all committee persons and the Chairperson, the Company will be advised of such appointments as soon as is practical in writing. In the event of an absence of the Chairperson, a Committee person will become the alternate.
- 5.03 The Company agrees to add the Chairperson to a distribution list whereby they will receive copies of notices of appointments of personnel to the positions of supervisor, manager, or other persons with authority who may have jurisdiction over members of the Union.
- 5.04 The Chairperson will be supplied on a quarterly basis with written information listing new hires, including department and classifications, discharge, resignations, recalls, changes in classification, transfers of employees covered by this agreement, employees transferred out of the bargaining unit, layoffs, employees who have lost seniority, and employees on a leave of absence.
- 5.05 The Company will provide a working station for the Chairperson that will include a desk, filing cabinet(s), telephone and access to a desktop computer and fax machine. The Company will also provide access to a confidential office for meetings.
- 5.06 The Committee person shall be permitted during working hours and without loss of pay to investigate and process grievances in the administration of the Collective Agreement. A Committee person shall obtain permission from their supervisor before leaving their work area to investigate and deal with a complaint or grievance. Such permission will not be unreasonably denied.
- 5.07 The company agrees that the Union Chairperson will be given an opportunity to interview each new employee including temporary employees within regular working hours, without loss of pay, for thirty (30) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the company and the Union.
- 5.08 The Chairperson and the Committee persons will have super seniority. The Company agrees to retain Union representatives during any reduction in the workforce provided they are able to perform the work available. The Chairperson will be the last employee retained in the plant.

ARTICLE VI
GRIEVANCE AND ARBITRATION PROCEDURE

6.01 A grievance shall not be considered if the circumstances giving rise to it occurred or originated more than five (5) working days prior to the filing of the grievance.

6.02 Any matters raised by an employee of the Union covered by the terms of this Agreement regarding the administrative interpretation, alleged violations, or applications of the Agreement, may be submitted as a grievance. An earnest effort will be made to settle any grievance that may arise in the following manner:

Step 1

The employee shall discuss it with their supervisor or designate and will be accompanied by their committee person if requested. The parties shall discuss the complaint with a view to resolving it. The supervisor or designate shall give an oral reply as soon as possible, but in all cases within three (3) working days from the original presentation of the grievance.

Step 2

Complaints not resolved at Step 1 will be submitted in writing as a grievance to the Facility Manager, or their designated representative, by the committee person within three (3) working days from the date the Step 1 decision was rendered. The Facility Manager, or the designated representative, shall investigate the grievance, meeting with the grievor, supervisor, committee person and witnesses and submit written answers to the grievances within five (5) working days from the meeting.

Step 3

Grievances not resolved at Step 2 will be submitted to the Director of Human Resources, or a designated representative, by the committee person within five (5) working days from the date on which the Step 2 decision was rendered. A Step 3 meeting will be held with the Director of Human Resources, Facility Manager, Union Chairperson, committee person and the aggrieved employee within seven (7) working days. The Director of Human Resources, or their designated representative, shall submit written answers to the grievances within seven (7) working days after the Step 3 meeting is held.

6.03 Committee Persons will be afforded reasonable time off from their work, to assist in the settlement of issues and grievances and in the administration of this Agreement as may be required; provided that arrangements for such time off shall first be made with the Facility Management to avoid interference with the facility operations. When meetings between these representatives, the grievor and the Facility Management are such that they can only be held at the facility and during the regular work hours of such representatives and the grievor there shall be no loss of earnings to any employee participating in such meetings.

6.04 A Union Policy or Group Grievance, which is defined as an alleged violation of this Agreement concerning the Union as a whole or all or a substantial number of employees in the bargaining unit, in regard to which an individual employee could not grieve, may be lodged by an authorized representative of the Union, in writing, with the Company at Step 3 of the Grievance Procedure at any time within five (5) working days after the circumstances giving rise to such grievance occurred or originated. If not satisfactorily

settled, it may be processed to arbitration in the same manner and to the same extent as the grievance of an employee.

- 6.05 If a claim by the Company that the Union or any of its authorized representatives have violated this Agreement may be filed as a grievance by the Company with the Union's Chairperson at any time within five (5) working days of the circumstances giving rise to the grievance. The Union shall meet with the Company within five (5) working days thereafter to consider the grievance. If final settlement of the grievance is not reached, it may be processed to arbitration in the same manner and to the same extent as a union policy grievance.
- 6.06 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation, application, administration or alleged violation of this Agreement, including the question of whether any matter is arbitral, that has been properly carried through all the steps of the grievance procedure, and that has not been settled may, within ten (10) working days after receipt of the Step 3 written answers covering the grievance, be referred to an Arbitrator at the request of the moving party hereto.
- 6.07 Each of the parties to this Agreement will bear their own expenses and will jointly bear the expense of the Arbitrator.
- 6.08 The moving party may apply for the appointment of an Arbitrator, under the expedited arbitration provision of the Ontario Labour Relations Act.
- 6.09 The time limits set forth in this Article may be extended by mutual agreement of the parties, confirmed in writing.
- 6.10 The union may request that the local union President and or National Representative may attend the Step 3 meeting by request of either party.
- 6.11 The term working day will exclude Saturday, Sunday, Holiday and or Vacation days.
- 6.12 The Company will provide at the 3rd Step meeting pertinent disciplinary notices, payroll and attendance records and or other relevant information.
- 6.13 Where a party fails to respond in the time limits set forth herein, the grievance shall be considered as resolved or settled based on the Union's last position or the Company's last response. The Company and the Union recognize that extensions may be granted by either party.
- 6.14 The Company will pay resolved grievances within 14 days.

ARTICLE VII
NO DISCRIMINATION

- 7.01 The Company and the Union agree that there shall be no discrimination, coercion, interference, restriction exercised or practised against any employee in regard to training, upgrading, promotion, transfer, discharge, layoff, recall or other work condition because of race, creed, colour, sex, national origin, political or religious affiliation, disability, sexual orientation, marital status nor by reason of union membership or activity.

The Company also agrees there shall be no discrimination against any employee pursuant to the provisions of the Ontario Human Rights Code.

ARTICLE VIII
NO STRIKES, NO LOCKOUTS

- 8.01 In view of the orderly procedures established by the Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the lifetime of this Agreement, there will be no strike as defined by the Ontario Labour Relations Act, 1995 and the company agrees that there will be no lock out as defined by this act.

ARTICLE IX
WORK SYSTEM

- 9.01 In order to ensure the future success of the Company as well as protect the security and prosperity of all employees, work will be done as follows:

- 9.02 Groups of employees on each shift/crew will work together sharing tasks required to operate the facility to meet customer requirements. Employees in work groups will be assigned to perform required tasks using the three simple criteria that follow:

1. Safe: The task to be performed must be safe, not exposing anyone to any hazard or risk of injury.
2. Structured: The task must have a defined method for being performed, and the employee must be properly trained to perform it.
3. Sensible: The task to be performed should make appropriate use of the particular employee's skills and abilities.

If an employee is asked to perform a task that they feel is not safe, the following steps should be taken:

1. Respectfully decline and explain why they feel it is not safe.
2. Notify the supervisor of the details of the situation along with suggestions, ideas and recommendations for implementing safe work practices.

Once a task has been determined to be unsafe, The Joint Health and Safety Committee will evaluate the task and take appropriate action(s) to ensure that the task can be performed safely or not at all. The evaluation of any determinations will be posted on appropriate bulletin throughout the plant.

Both parties understand and agree that this work system must operate with very high levels of cooperation and employee participation in decision making. Supervisors and managers will work with the employees consistent with the guidelines above, while retaining the ultimate responsibility and authority for crewing decisions.

- 9.03 Where new or greater skills are required such employees shall, at the expense of the company be given a training period during which they may acquire the skills necessary to perform the new method of operation.
- 9.04 The company will provide training opportunities for employees and this training will be sufficient and adequate to meet the needs of both parties.
- 9.05 Training will be provided in the following circumstances: modification of SOP's, new employees, an employee who moves from position to another or who is assigned to duties requiring new knowledge, any employee who moves from one class of employment to another.
- 9.06 The training period will be given during the employee's normal hours of work or have volunteered before or after their shift. Anytime devoted to training during these hours shall be considered as hours worked.
- 9.07 a) When the company establishes work standards, they shall be made on the basis of fairness and equity in that such standards shall recognize the reasonable working capacities of experienced employees working at a normal pace with regard to the quality of work and the efficiency of operations and the recognition of ergonomic factors.

ARTICLE X
SENIORITY

- 10.01 The Company and the Union agree with the principle that those with greatest seniority shall be given preference in the promotions, layoffs, and recall and those with the least seniority shall be the first to be demoted, re-assigned or transferred.
- 10.02 An employee for their first four hundred and eighty (480) hours worked will be considered a probationary employee. Probationary employees may be terminated by the Company during the course of the probationary period for any reason at the Company's sole discretion.
- 10.03 Upon completion of the employee's probationary period, their plant seniority shall date back to their "original starting date" and they shall be considered an employee.
- 10.04 All employees have facility wide seniority in accordance with their original starting date.
- 10.05 The Company agrees to recognize an employee's service as from the original date of hire with the Company or with the temporary agency.
- 10.06 In the event more than one employee is hired on the same date, the employee's surname will be used to determine their seniority ranking and shall be deemed to possess the highest seniority.
- 10.07 The Union will provide the first seniority list within thirty (30) days of ratification that will be signed off by each employee. Thereafter, the Company will provide an updated seniority list to the Union on a quarterly basis.

- 10.08 Any employee who transfers outside the bargaining unit will lose all seniority rights after thirty (30) days.
- 10.10 Employees shall lose all seniority rights and their employment shall be terminated for the following reasons:
- (a) Voluntary Quit,
 - (b) Discharge for just cause and not reversed through the grievance process,
 - (c) Layoff for a period of eighteen (18) months from the last day worked,
 - (d) Failure to report back to work within five working (5) days of being notified of a recall when laid off, (a valid reason acceptable to the Company must be received prior to the fifth working day)
 - (e) Obtaining other employment while on leave of absence,
 - (f) Failure to return to work within three (3) consecutive work days after an approved leave of absence, (a valid reason acceptable to the Company must be received prior to the third day,)
 - (g) Absence of three (3) consecutive work days without notification to the company,
 - (h) Retirement

ARTICLE XI
LAYOFF AND RECALL

- 11.01 In the event of a reduction in the workforce, all summer students, temporary employees and then probationary employees in the job classification affected in the plant, shall be laid off before any employee with seniority is laid off.
- 11.02 When there is a reduction in the workforce that will last more than five (5) days the company agrees that employee shall be laid-off in the reverse order of their seniority. When there is a reduction in the workforce that will last more than one (1) working day but up to five (5) working days (limited to one event per calendar year), the company agrees that employees shall be laid –off by production line in the reverse order of seniority. The employees shall be recalled to work in order of their seniority.
- 11.03 Employees on temporary job postings shall be removed before any employee on a permanent job.
- 11.04 Any permanent employee who is subject to layoff, may bump a less senior employee from an equivalent or a job classification which he/she possesses the skills and ability.
- 11.05 The Company will give the employee the required notice of layoff and pay as provided in accordance with the Employment Standards Act. A list of employees declared surplus will be made available to the Union at least five (5) working days prior to the Notice required under the Employment Standards Act.
- 11.06 When there is an increase in the work force, laid off employees shall be recalled to work and classification in the order of seniority.
- 11.07 Employees who chose to exercise their seniority in case of layoff will have fifteen (15) working days to satisfactorily perform the duties of their jobs.

- 11.09 No new employee summer students, temporary or probationary employees shall be hired until all laid off employees have been given the opportunity to return to work.
- 11.10 Employees on lay off are entitled to apply for any job vacancies arising out of a job posting.

ARTICLE XII
VACANCIES, PROMOTIONS AND JOB POSTINGS

- 12.01 A full time position vacancy will be posted for five (5) working days and awarded based upon the employee's seniority. Each employee will be allowed one (1) such move in a twelve (12) month period with the exception of promotional opportunities and involuntary moves due to restructuring, or change in shifts. Job posting will state the classification and shift.
- 12.02 A promotional position vacancy will be posted for a period of five (5) working days and will be awarded on the basis of skills and ability. The Company reserves the right to hire from the outside if none of the applicants have the requisite skills and abilities. Where skill and ability are relatively equal in the Company's judgment, the more senior employee will be awarded the job. Job posting will state the classification and shift.
- 12.03 The Company will determine the number of jobs within each department and may change the number of jobs in any department. The Company will notify the Union of these changes in advance.
- 12.04 Temporary vacancies shall be defined as vacancies of less than fifteen (15) working days that may result from an employee's absence due to illness, accident, vacation, leave of absence, new job or rework. Such period may be extended by mutual agreement between the company and the union.
- 12.05 Any temporary vacancy exceeding fifteen (15) working days shall be posted by classification and shift for forty-eight (48) hours and will be filled by an employee with the necessary skills and ability to perform the job as determined by the Company. If the position is not filled by the posting process the position may be filled by using a temporary employee. If the temporary vacancy is less than fifteen (15) working days, the company will seek volunteers using a sign up roster that will be updated quarterly. The employee with the most seniority and the ability to perform the job will be awarded the position. If there are no employee's interested in the position, the company may fill the vacancy using a temporary employee.
- a) Any temporary vacancy that exceeds three months will be posted as a full time position, with the exception of covering sickness and accident (short term disability), WSIB and Parental and Pregnancy leave to a maximum of one year.
- 12.06 The Company may continue to use temporary employees and, or students throughout the term of this Agreement. Such individuals will be used to reduce mandatory overtime, and for vacation and absenteeism coverage, employee leaves and special projects. Any individual from this group hired as full time shall have their previous hours work credited

toward completion of their probationary period but not for purposes of entitlements to any benefits provided by the Company.

- 12.07 Temporary employees will not work longer than six (6) months, with the exception of pregnancy or parental leaves.
- 12.08 Temporary employees will not be used to circumvent the hiring of a full time employee.
- 12.09 When a new job is created the company may assign an employee to such job for a period not to exceed thirty (30) days. It shall be the responsibility of the company to establish a wage rate and classification for such new job within twenty (20) days of commencement of the new job. The company agrees to discuss with the union and provide all such data used to arrive at the new classification and rate. If the parties cannot come to an agreement the union may grieve the issue at Step 3 of the Grievance Process in Article VI. If the matter is referred to arbitration the parties and the arbitrator shall determine the issue by a comparison of the rate for the new or revised job with rates paid at the plant for other jobs requiring similar skills. Any settlement reached by the parties, or directed by the arbitrator, shall be effective as of the date the duties of the new or revised job were first performed.
- 12.10 Employees transferred by the company to a temporary vacancy shall receive the rate of pay of the job or their own rate whichever is greater. Temporary assignments will not be used to circumvent seniority rights or the posting procedure. These days cannot be used toward a full time job posting. Upon completion of the transfer, the employee will revert back to their former job.

ARTICLE XIII
EXPECTATIONS, HOURS, ASSIGNMENTS AND OVERTIME

- 13.01 Every employee is required to be at their work station at the start of their scheduled shift and is required to clock in prior to the start of their shift and to clock out at the end of their shift.
- 13.02
 - (a) Overtime will be paid for hours worked in excess of forty (40) in the pay week.
 - (b) Overtime will be paid for hours worked on Saturday provided the employee works their scheduled forty (40) hours for that week, or hours counted toward the work week as per 13.07.
 - (c) Overtime will be paid for hours worked on Sunday.
 - (d) Overtime will be paid for hours worked in excess of eight (8) hours per day provided the employee works their scheduled forty (40) hours for that week, or hours counted toward the work week as per 13.07.
- 13.03 Overtime shall be compensated at one and one-half times the normal rate of pay.
- 13.03.1 Hours of work and shifts will be scheduled in line with production requirements and employees will be notified at least one (1) week in advance of a change in starting and stopping times. The regular work week will consist of forty (40) hours per week Monday through Friday composed of 5 day, 8 hour shifts. The work schedule is M-F

7:00am to 3:00pm (days), 3:00pm -11:00pm (afternoons) and 11:00pm to 7:00am (nights). The foregoing is not a limitation on the amount of time an employee can be required to work, provided such requirement is legal under provincial law. The company reserves the right to change from time to time the starting and stopping times. It is agreed however, that the company will inform the union prior to putting such change into effect.

- 13.04 If overtime is required it will first be offered on a voluntary basis within the product line. If the overtime cannot be filled on a voluntary basis within the product line, the overtime may be filled from the most senior employee on that shift qualified to perform the work. Failing to fill the vacancy, the overtime may be filled from the most senior employee on all remaining shifts qualified to do the work on a rotating basis. If there are no volunteers from all groups, temporary employees may be offered the overtime, then if there is still a need, the least senior employee qualified to perform the task in the product line on shift will be required to work. It is agreed that when overtime work is scheduled by the Company it will be distributed in an equalized manner among the employees in the classification usually performing such work. Equalization shall be administered using a rotating list.
- a. Weekend overtime will be scheduled to coincide with the shift worked by the customer. As an example: if GM second shift works a Saturday, then our second shift will be scheduled to work if necessary. The company will notify employees by Wednesday at 12:00noon prior to the Saturday overtime.
 - b. If unplanned overtime is required it will first be offered on a voluntary basis within the product line. The company will attempt to fill the vacancy from the most senior employee on that shift, however due to time constraints, the company will schedule the least senior employee qualified to perform the task in that product line on the shift required to work.
- 13.05 The Company agrees that shift trades may be considered provided the employee requesting the trade take sole responsibility for finding a qualified replacement, give the Company at least three (3) days notice and submit a request for supervisor approval on the appropriate form. Shift trades may not exceed six (6) months in duration and the Company will not be required to pay overtime premiums as a result of the shift trade.
- 13.06 Vacation, jury duty, holiday, bereavement, union business, WSIB, lack of work and customer shutdown will be counted as hours worked for the purposes of calculating overtime for the purposes of Article 13.02.
- 13.07 Double time shall be paid for the seventh consecutive day worked in a scheduled workweek.

ARTICLE XIV
PAYROLL AND PAY DAYS

- 14.01 All employees are required to use payroll direct deposit.
- 14.02 Wages will be paid weekly by electronic fund transfer to a saving and or checking account of the employee's choice.

ARTICLE XV
HOLIDAYS

15.01 The following will be considered as holidays during the term of this Agreement:

Calendar Year 2010

July 1, 2010	Canada Day
September 6, 2010	Labour Day
October 11, 2010	Thanksgiving Day
December 24, 2010	Christmas Eve
December 25, 2010	Christmas Day
December 26, 2010	Boxing Day
December 27, 2010	Christmas Holiday
December 28, 2010	Christmas Holiday
December 29, 2010	Christmas Holiday
	Floating Holiday

Calendar Year 2011

January 1, 2011	New Years Day
April 22, 2011	Good Friday
May 23, 2011	Victoria Day
July 1, 2011	Canada Day
September 5, 2011	Labour Day
October 10, 2011	Thanksgiving Day
December 24, 2011	Christmas Eve
December 25, 2011	Christmas Day
December 26, 2011	Boxing Day
December 27, 2011	Christmas Holiday
December 28, 2011	Christmas Holiday
December 29, 2011	Christmas Holiday
	Floating Holiday

Calendar Year 2012

January 1, 2012	New Years Day
April 6, 2012	Good Friday
May 21, 2012	Victoria Day
July 1, 2012	Canada Day
September 3, 2012	Labour Day
October 8, 2012	Thanksgiving Day
December 24, 2012	Christmas Eve

December 25, 2012	Christmas Day
December 26, 2012	Christmas Holiday
December 27, 2012	Christmas Holiday
December 28, 2012	Christmas Holiday
December 29, 2012	Christmas Holiday
	Floating Holiday

Calendar Year 2013

January 1, 2013	New Years Day
March 29, 2013	Good Friday
May 20, 2013	Victoria Day
	Floating Holiday

- 15.02 Employees shall receive eight (8) hours pay including shift premium if applicable for such paid holiday providing they work both the regular scheduled workday preceding and the regular scheduled workday following such holiday. If the holiday falls on an employee's vacation the employee will be paid eight hours and will be granted an additional day of vacation with pay.
- 15.03 Employees required to work on a designated holiday will be paid time and one-half for all hours worked on the holiday in addition to the eight (8) hours of holiday pay.
- 15.04 Employees who might otherwise fail to qualify for holiday pay will receive eight (8) hours pay if an employee is absent for any of the approved absences with documentation: vacation, jury duty, bereavement, WSIB, emergency medical leave, union leave and maternity/parental leave.

ARTICLE XVI
VACATION PLAN

- 16.01 Employees will receive vacation based on their completed years of service as of January 1 of each calendar year. For purposes of this contract, the vacation schedule will be based on an employees years of service as of January 1, 2008. Employees will earn vacation time per the following schedule:

1 year of completed service	2 weeks vacation pay or 4% whichever is greater
5 years of completed service	3 weeks vacation pay or 6% whichever is greater
12 years of completed service	3.5 weeks vacation pay or 7% whichever is greater
15 years of completed service	4 weeks vacation pay or 8% whichever is greater
20 years of completed service	4 weeks vacation pay or 9% whichever is greater

- 16.02 Employees who are off work because of illness or injury may, upon request to the Facility Manager, take vacation pay due to them or schedule their vacation upon return.
- 16.04 Vacations will be taken during the year in which they are due.

16.05

- (a) Vacation scheduling must not interfere with facility operations and will be scheduled by seniority. The company will endeavour to comply with the employee's vacation request insofar as is practical, and in the event the Company cannot honour all requests for a specific period, selection will be based on seniority.
- (b) Vacation requests for the month of January and February, must be received by the Company before November 1 of the preceding year. These requests shall be considered in order of seniority and responded to by November 15.
- (c) Vacation requests for March through December must be received between January 1 and January 31 in order to be considered by seniority. Requests received after January 31 will be on a first come, first serve basis. Vacation request forms shall include a space for two alternate requests. The alternate requests on the forms received in January shall be considered before requests made after January 31.

16.06

- (a) Employees will be expected to take their vacation time off in conjunction with a customer vacation shutdown, up to two (2) weeks maximum.
- (b) However, in the event the Company shuts down the facility or any portion thereof, for any reason covering a specific period, then such period of shutdown may be designated by the employee as a vacation period.

16.07 Employees with vacation entitlement of three (3) weeks or more will be allowed to take vacation in full day increments provided it does not interfere with facility operations and with supervisory approval.

16.08 Vacation payment shall be made as follows:

- (a) Any terminated employee, eligible for vacation payment, shall be paid not later than the next regular pay-day.
- (b) Any vacation pay for which an employee is eligible will be paid as part of the normal payroll cycle.

16.09 The vacation year shall be defined as January 1 to December 31.

16.10 If an employee does not bid on vacation, the company will have the option to assign a vacation period to that employee.

16.11 Employees will be permitted to reschedule vacation periods with the approval of the Facility Manager.

16.12 Once an employee's vacation has been approved the employee will receive a written confirmation.

16.13 If an employee schedules vacation outside of the vacation period it will be booked on a first come basis.

ARTICLE XVII
LEAVES OF ABSENCE

17.01 **Pregnancy and Parental Leave:** leaves of absence for pregnancy and parental leave will be granted in accordance with the provisions of the Employment Standards Act, 2000 as it may be amended from time to time. The company will return the employee to their former shift and position seniority permitting.

17.02 **Jury Duty and Crown Witness:** when employees are summoned for jury duty, they shall be compensated for the hours they would normally have worked on the day or days they are on jury duty, in accordance with the following formula: the Company will pay such employees an amount equal to the number of hours which they would otherwise have been regularly scheduled to work multiplied by their regular base rate, excluding any premiums (other than shift premium), and overtime, but shall deduct from such amount any court fee received by the employee for such jury duty.

To be eligible for such payment, employees must furnish the Facility Manager with a written statement from the appropriate public official listing the dates and the amount received for jury duty or acting as a Crown Witness.

17.03 **Personal Leaves:** the company shall grant a leave of absence without pay up to a maximum three (3) months to an employee requesting in writing such leave of absence for good and sufficient cause. The employee requesting the personal leave must be employed at least six (6) months. Such leave shall not be unreasonably withheld. When denied, the reason for withholding shall be given in writing.

Employees will continue to accrue seniority for the period of leave of absence. As well, coverage under all benefit plans shall continue.

17.04 **Union Leave:** leave will be granted to permit members of the bargaining unit to attend conventions, educational seminars or conferences called by the National Union or other Labour Councils. It is understood that not more than two (2) members will be absent at one time under this section and that applications for leave will be presented in writing as soon as possible. Employees absent on union leaves of absence shall continue to accumulate seniority. As well, coverage under all benefit plans shall continue.

17.05 **Compassionate Care/Family Medical Leave:** such leaves will be granted in accordance with the Employment Standards Act, 2000.

17.06 **Emergency Leaves:** such leaves will be granted in accordance with the Employment Standards Act, 2000.

17.07 Seniority, service, vacation, and pension credit shall continue to accumulate during the employee's entire leave period.

ARTICLE XVIII
REST AND LUNCH PERIODS

- 18.01 Every employee will be given a thirty (30) minute paid lunch break and one ten (10) minute paid break prior to lunch and one ten (10) minute paid break after lunch during an eight (8) hour shift.
- 18.02 Employees may not leave the facility during their lunch period unless they notify their supervisor and clock “out” and “in” for such periods.
- 18.03 An employee who is scheduled to work two (2) or more hours overtime beyond their shift will be given a paid ten (10) minute rest period at the beginning of the overtime period.
- 18.04 The company will provide a lunch room with vending machines, microwaves, refrigerators as well as washrooms and first aid facilities.

ARTICLE XIX
SAFETY AND HEALTH

- 19.01 Both parties agree to abide by the Occupational Health and Safety Act and its regulations as in effect on January 1, 1997 and will continue to cooperate in prevention of accidents and promotion of health and safety. The parties further agree that the Occupational Health and Safety Act and Regulations in effect on January 1, 1997 will be considered a minimum standard.
- 19.02 (a) The supervisor in each department will arrange to provide safety equipment for employees as has been determined necessary. The Company will provide each employee with an annual safety shoe allowance of \$125.00 that may be used to purchase company approved steel toed safety shoes. Employees will be reimbursed upon presentation of receipt. Employees must wear and/or use such equipment as is provided for their jobs. Should such safety equipment, as furnished by the Company, wear out, it shall be replaced by the Company provided the worn-out item is returned to departmental supervision.
 - (b) The Company will provide on an annual basis, up to \$100.00 each year of the contract toward towards the purchase of prescription safety glasses from an approved supplier. Employees may elect to roll over the \$100.00 to be used in subsequent years of this agreement.
- 19.03 The Company and the Union agree to a Joint Health and Safety Committee (JHSC) consisting of two (2) representative members from both parties. The Committee shall meet at least once per month without loss of pay. The Company Co-chairperson and Union Co-chair will schedule the meeting and will notify the Committee in advance. The Committee will evaluate the safe practices and regulations concerning the facility and suggest changes that may improve the overall safety and health of the employees. Minutes of the monthly meeting shall be prepared by the Company Co-chairperson and

Union Co-chair and distributed to each member of the Committee and posted on the bulletin boards.

- 19.04 Employees must report all work injuries immediately to their supervisor giving all the details concerning the injury. Any injury that results in a WSIB claim will be immediately reported by the Company.
- 19.05 Members of the JHSC shall be certified without loss of pay.
- 19.06 The Company will ensure that a certified first aid attendant is present on each shift.
- 19.07 No employee shall be required or permitted to work alone in the facility.
- 19.07.1 Employees who are injured at work due to an occupational injury or disease and who are unable to continue at their job or who are sent home by the Company for such reason shall be paid their regular earnings for the balance of the shift. The Company will provide transportation at no cost to the employee as necessary.
- 19.07.2 National union health and safety staff or union consultants shall be provided access to the workplace and to attend meetings of the committee or union committee or for inspecting, investigating or monitoring the workplace with mutually agreed upon advance notice to the Facility Manager.
- 19.07.3 Each year on April 28 at 11:00 am work will stop and one minute of silence observed in memory of workers killed or injured on the job.
- 19.07.4 The JHSC will ensure that inspections are carried out at least once a month. Such inspections will be made at intervals that will prevent the development of unsafe working conditions.
- 19.07.5 The Company shall supply all protective clothing and other devices deemed necessary to protect employees from injuries from their employment with the Company.

Where the nature of the task assigned to an employee inside or outside requires the use of special equipment or protective clothing, such equipment will be provided by the Company.

ARTICLE XX
BULLETIN BOARDS

- 20.01 Employees are expected to watch the bulletin boards for notices, announcements, and other information.
- 20.02 The Company has installed bulletin boards for the posting of notices pertaining to the Union and its members.
- 20.03 Subsequent to all such notices being posted, they will be signed by the Union Chairperson and provided to Management.

ARTICLE XXI
BEREAVEMENT PAY

- 21.01 Employees who are on the current payroll and are either working or on vacation at the time a death occurs in their immediate family (meaning their father or stepfather, mother or stepmother, father-in-law, mother-in-law, spouse, son, daughter, brother, sister, grandparents, stepson or stepdaughter, grandchildren) will be granted a paid leave of absence for time necessarily lost from work for up to three (3) working days. Such time will be paid on the next regular payroll.
- 21.02 Additional unpaid leave may be granted by the Facility Manager if necessary or for family members not noted above.

ARTICLE XXII
SAVING PROVISION

- 22.01 In the event that any of the provisions of the new Collective Agreement are in conflict with any valid and applicable Federal or Provincial law or regulation now existing or hereinafter enacted, it is agreed that such law or regulation shall supersede the conflicting provision unless the collective agreement provides a greater right or benefit without in any way affecting the remainder of the Collective Agreement.

ARTICLE XXIII
ADMINISTRATION OF DISCIPLINE

- 23.01 When an employee is called to an interview for the purpose of being reprimanded, disciplined, suspended or discharged they shall have a Union Representative present. An employee shall only be reprimanded, disciplined, suspended or discharged in the presence of their Union Representative.
- 23.02 No employee shall be progressively disciplined or discharged except for just cause.
- 23.03 The employee shall be given notice in writing of the reasons for reprimand, discipline, suspension or discharge, at the time the action is taken. A copy of such notice shall be given to the employee's Union Representative at the same time.

The employer shall take any disciplinary action against an employee within five (5) working days of the date of the incident. However, the company may take additional time as reasonably required to conduct a thorough investigation before administering disciplinary action. The company and the union will mutually agree to any extensions.

- 23.04 It is agreed however, that the record of any disciplinary action placed against an employee shall not be used against them after a lapse of twelve (12) months.

23.05 An employee shall be entitled to examine any document which is in their file. The employee shall have the right to add written comment to any document, and further, shall be provided with photocopies upon request.

23.06.1 In the case of suspension or discharge grievances, Step Three shall be invoked within five (5) working days.

23.06.2 Employees suspended pending the issuance of discipline will be with pay. Exceptions would be assault, sexual harassment, sexual assault, theft or other actions that endanger the employees of the facility.

ARTICLE XXIV
REPORTING AND CALL-IN PAY

24.01 Any Employee reporting for work on their scheduled shift, and who has not been properly notified not to report will receive a minimum of four (4) hours Pay at the applicable rate.

24.02 An employee who is called back to work outside their regular working hours shall be paid a minimum of four (4) hours of pay at the applicable rate for such additional work.

ARTICLE XXV
EQUIPMENT AND TOOLS

25.01 The Company agrees to continue to supply all necessary tools and equipment at no cost to the employees to ensure that a proper job is performed.

ARTICLE XXVI
CONTRACTING IN AND CONTRACTING OUT

26.01 The Company shall not contract in and/or contract out, any work which is regularly performed by an employee covered by this Agreement.

ARTICLE XXVII
TECHNOLOGICAL CHANGE

27.01 The company will notify the union of any technological change and ensure such employees affected from the change shall, at the expense of the employer, be provided with whatever training is required to acquire the necessary skills to perform the job.

ARTICLE XXVIII
PAID EDUCATION LEAVE

28.01 The Company agrees to pay into a special fund three cents \$0.03 per hour per employee for all compensated hours for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee skills in all aspects of

Trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, CAW and sent by the Company to the following address:

CAW Paid Education Leave Program,
205 Placer Court
North York, ON M2H 3H9

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

ARTICLE XXIX
DURATION OF AGREEMENT

- 29.01 The agreement shall be effective from the 9th day of June 2010 to and including the 8th day of June 2013 either party shall be entitled to give notice in writing to the other party as provided in the Labour Relations Act of its desire to bargain with a view to the renewal of the expiring collective agreement at anytime within a period of 90 days before the expiration date of the agreement. Following such notice to bargain the parties shall meet within 15 days of the notice or within such further period as the parties mutually agree upon.
- 29.02 It is agreed that during the course of bargaining, it shall be open to the parties to agree in writing to extend this agreement beyond the expiration date of June 8th, 2013 for any stated period acceptable to the parties and in accordance with the Labour Relations Act.
- 29.03 If negotiations for renewal of this Agreement should extend beyond the expiration date, it is agreed that the negotiated wages of the Agreement will be retro active to the termination date of the previous Agreement, regardless of the date the Agreement is executed.
- 29.04 It is understood that, during any negotiations following upon notice of termination or notice or amendment, either party may bring forward counter proposals arising out of or related to the original proposals.
- 29.05 Provided that for purposes of all notices under this Article, notice in writing shall be deemed to have been received by the party to whom it is sent upon the mailing of such notice by registered mail addressed to the current address of the other party.

**SCHEDULE A
WAGES**

Classifications	Length of Service	6/9/2010	6/9/2011	6/9/2012
Production	Date Of Hire	\$10.25	\$10.25	\$10.25
	Probation	\$11.05	\$11.30	\$11.55
	After 12 months of Service	\$12.40	\$12.65	\$12.90
	After 24 months of Service	\$13.10	\$13.35	\$13.60
	After 36 months of Service	\$13.75	\$14.00	\$14.25
	After 42 months of Service	\$14.25	\$ 14.50	\$ 14.75
Materials Handler	Date of Hire	\$10.75	\$10.75	\$10.75
	Probation	\$11.80	\$12.05	\$12.30
	After 12 months of Service	\$12.70	\$12.95	\$13.20
	After 24 months of Service	\$13.40	\$13.65	\$13.90
	After 36 months of Service	\$14.30	\$14.55	\$14.80
	After 42 months of Service	\$14.80	\$15.05	\$15.30
Utility/Relief	Date of Hire	\$10.50	\$10.50	\$10.50
	Probation	\$11.30	\$11.55	\$11.80
	After 12 months of Service	\$12.65	\$12.90	\$13.15
	After 24 months of Service	\$13.35	\$13.60	\$13.85
	After 36 months of Service	\$14.00	\$14.25	\$14.50
	After 42 months of Service	\$14.50	\$14.75	\$15.00
Students/Temps	85% of the 12 month rate			
Shift premium	\$.60 per hour for 2 nd and 3 rd shift			
Signing Bonus	\$200			

If the date of hire rate becomes lower than the minimum wage rate in the province of Ontario at any date during the collective agreement, the company will adjust that rate to match the new minimum wage rate.

May 14, 2010



PILKINGTON

LETTER OF UNDERSTANDING #1 ANTI-HARASSMENT

The Company and the Union agree that there will be no discrimination, interference, restraint or harassment or coercion exercised or practised by either of them, or by any of their representatives, with respect to any employee because of his/her race, colour, marital status, creed, nationality or sex, on account of religious or political affiliations, or because of his/her membership or activities or lack of membership or activities, in the Union.

The Company and the Union agree that there will be no discrimination, interference, restraint or harassment or coercion exercised or practised by either of them, or by any of their representatives with respect to any employee because of age, sexual orientation, or disability, save and except those limitations as set out in the Legislation of the Province of Ontario.

The Company and the CAW are committed to providing a harassment free workplace. Harassment is defined as a "course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome", that denies individual dignity and respect on the basis of the grounds such as: gender, disability, race, colour, sexual orientation or other prohibited grounds. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

For the Union

For the Company

Mike Reuter
CAW

Brian Stierle
Pilkington



PILKINGTON

LETTER OF UNDERSTANDING #2 MOVING PROVISION

May 14, 2010

In the event the Company moves any or all of its operations to a new location within 50 miles, the employees affected will have the right to transfer to the new location with their seniority and service. The Collective Agreement will continue to be in effect at the new facility and none of its rights and obligations will be varied.

For the Union

For the Company

Mike Reuter
CAW

Brian Stierle
Pilkington



PILKINGTON

LETTER OF UNDERSTANDING #3 CONTRACT PRINTING

May 14, 2010

The Company agrees to print and supply the Collective Agreements and benefits books, to all employees in the bargaining unit, at no cost to the Union or the Employees. The printing is to be performed by mutually agreed upon printer and to be distributed within three (3) months of ratification.

For the Union

For the Company

Mike Reuter
CAW

Brian Stierle
Pilkington

May 14, 2010



PILKINGTON

**Letter of Understanding #4
Material Handler / Utility Backup Positions**

It is agreed that within 15 days of ratification of the collective agreement, the Company will post for Material Handler / Utility back up positions.

There will be one back up for each active Material Handler / Utility position.

The Company will complete training within 180 days of ratification.

For the Union

For the Company

Mike Reuter
CAW

Brian Stierle
Pilkington

May 14, 2010



PILKINGTON

Letter of Understanding #5 Reference Article 13.04

In the event that an employee does not receive 40 hours in the week due to a lack of work, the employee will be offered any additional work on a Saturday before any employee works overtime. The employee must have the skills and abilities to perform the work.

All other remaining employees in cell must maintain appropriate skills and abilities to perform the work.

For the Union

Mike Reuter
CAW

For the Company

Brian Stierle
Pilkington

May 14, 2010



PILKINGTON

**Letter of Understanding #6
Vacation Payout**

This letter is to confirm current practice.

Employees that have left the employment of Pilkington will be paid the accrued value or week's equivalent, whichever is greater.

For the Union

For the Company

Mike Reuter
CAW

Brian Stierle
Pilkington

May 14, 2010



PILKINGTON

**Letter of Understanding #7
Joint Health and Safety Committee (JHSC)**

It is agreed that upon ratification of the collective agreement, the Company will recognize that members of the Joint Health and Safety Committee (JHSC) will have super seniority.

The Company agrees to retain members of the JHSC during reduction in the workforce provided they are able to perform the work.

For the Union

For the Company

Mike Reuter
CAW

Brian Stierle
Pilkington

SUPPLEMENTAL AGREEMENT 1

GROUP INSURANCE COVERAGE

Pilkington Glass of Canada Limited, located at Whitby, Ontario (hereafter referred to as the "Company") and the National Automobile, Aerospace, Transportation and General Worker's Union of Canada (CAW/Canada), and its Local 222 (hereinafter collectively referred to as the "Union") hereby agree as follows.

1. This Supplemental Agreement is a supplement to and a part of the General Collective Agreement between the parties, effective June 9, 2010.

2. ELIGIBILITY

Except as provided below, employee benefits hereunder shall terminate upon the termination of active employment.

- a. In the event an employee is granted a leave of absence by the Company for Maternity, Parental Leave, or Compassionate Leave as required by law, the employee's Company paid Group Insurance shall be continued for up to twelve (12) months subsequent to the date the employee's layoff or leave of absence begins,
- b. In the event an employee is laid off or granted a leave of absence by the Company for any other purpose (other than as specified above), the employee's Company paid Group Insurance shall be continued for up to three (3) months subsequent to the date the employee's layoff or leave of absence begins,
- c. In the event an employee is absent from active employment as a result of sickness or injury (including WSIB), the employee's Group Insurance will be continued as long as the employee continues to be considered as an employee, but not beyond one (1) year from the last day worked, or age 65 whichever comes first.
- d. In the event an employee is absent from active employment as a result of WSIB sickness or injury, the employee's Group Insurance will be continued as long as the employee continues to be considered as an employee, beyond the period specified in 2.c. above, but not beyond two (2) years from the last day worked, or age 65 whichever comes first, subject to payment by the employee of 100% of the applicable premiums.

3. GROUP LIFE INSURANCE

- a. Full-time employees who have completed four hundred eighty hours of work (480) and are classified as regular full-time employees will be provided group life insurance coverage, subject to the terms of the life insurance program of the Company, as shown in the following table.

Effective Date	Amount of Coverage
Date of ratification	\$35,000
July 1, 2011	\$36,000
July 1, 2012	\$37,000

- b. Employees who are not actively at work on the date they would otherwise become insured for group life insurance shall not become insured until they return to active work.

- c. If group life insurance coverage under this policy, or any amount of such insurance, ceases because of an employee's termination of employment, or termination of membership in the class or classes of employees eligible for insurance under this policy, the employee is entitled to be insured by the insurance carrier, without evidence of insurability, through an individual policy of life insurance without disability or other supplementary benefits, provided written application for the individual policy shall be made, and the first premium thereon paid, to the insurance carrier within thirty-one (31) days after such termination and provided further that:
 - (1) The individual policy shall be on any one of the forms that shall be selected by the employee from among the forms then customarily issued by the insurance carrier at the age and for the amount applied for;
 - (2) The individual policy shall be in the amount equal to or, at the option of the employee, an amount less than the amount of the employee's life insurance which ceases under this policy because of such terminations;
 - (3) The premiums payable under the individual policy shall be at the carrier's then customary rate applicable to the form and amount of the individual policy, to the class of risk to which the employee then belongs, and to the employee's age (nearest birthday) attained on the effective date of the individual policy; and
 - (4) Any individual policy issued under the terms of this section shall take effect at the end of the thirty-one (31) day period during which application for the individual policy may be made.

- d. If an employee ceases to be covered under the life insurance policy prior to attaining age 65, coverage may be converted to an individual life insurance policy without evidence of insurability.
 - (1) The policy will be issued in accordance with the applicable laws and guidelines in effect in Ontario.
 - (2) The amount converted must be at least equal to the minimum amount for which the insurance company will issue an individual policy for the plan of insurance chosen.
 - (3) The amount converted will not exceed \$200,000.
 - (4) The premium for the individual life insurance policy will be based on the insurance company's premium rate as of the effective date of the individual policy, according to the plan of insurance chosen, the amount of insurance converted and the employee's attained age.
 - (5) The employee must apply for the individual policy and pay the first premium within 31 days after ceasing to be covered under the group policy.
 - (6) The individual policy will be effective 31 days after the group policy is terminated.

- e. If the employee dies within 31 days after ceasing to be covered under the group policy, a death benefit will be payable for the amount of life insurance that the employee would have been entitled to under the conversion privilege.
- f. If the employee converts all or part of their life insurance coverage, the employee will not be eligible for further coverage under the group life insurance policy of the Company, unless that individual policy is cancelled.

3. *ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE*

The Company will continue in effect the Accidental Death and Dismemberment Insurance in an amount equal to the basic (Company paid) group life coverage.

- a. Accidental Death and Dismemberment Insurance is payable in the event of loss of life, limb or the entire and irrevocable loss of sight including losses resulting from occupational injuries.
- b. Benefits are payable only if loss results directly from injuries caused by an accident and loss occurs within 90 days after the accident.
- c. An amount equal to one-half (1/2) the basic group life insurance amount will be paid for loss of one hand, one foot or the sight of one eye. An amount equal to the basic group life insurance amount will be paid for loss of two or more such members (hand, foot or eye). In no case will more than an amount equal to the basic group life insurance be paid for all losses resulting from one accident.
- d. A loss is not covered if it results directly or indirectly from any of the following causes:
 - (1) Suicide or intentionally self-inflicted injury by firearm or otherwise, while sane or insane.
 - (2) Travel or flight in, descent from, or being exposed to any hazard incident with any kind of aircraft, if
 - (a) You are making the flight for the purpose of aeronautical instruction;
 - (b) You have any duties whatever in relation to the aircraft or flight therein;
 - (c) You are making the flight for purpose of parachute descent;
 - (d) You are a member of any armed forces and the aircraft is under the control or charter of such forces.
 - (3) The hostile action of any armed forces.
- e. Accidental Death and Dismemberment Insurance coverage ends upon termination or retirement.

4. *ENHANCED HEALTHCARE PROGRAM*

Group Hospital, Medical and Prescription Drug Benefits

Effective as soon as possible upon date of ratification, a full-time employee who has completed four hundred eighty (480) hours of work and is classified as a regular full-time

employee (including eligible dependents) will be covered under the following hospital-medical and prescription drug programs:

- a. The Province of Ontario's statutory hospital and medical programs known as O.H.I.P., and
- b. The Enhanced Health Care Plan with the benefits, limitations and deductibles for eligible employees as shown below.

(1) The prescription drug program:

- (a) will require pharmacists to fill prescriptions using the mandatory Generic Drug Formulary with Substitution. Substitution means that if the member has medical information showing an adverse reaction to the generic, or if no generic is available, the Company Plan will pay for the cost of the brand name drug subject to any applicable co-insurance.
- (b) Each prescription filled at a pharmacy with a brand name drug will incur a deductible of four dollars (\$4) and each prescription filled with a generic drug will incur a deductible of two dollars (\$2). Effective August 1, 2010, there will no longer be a prescription deductible. Instead, prescription drugs will be subject to the following co-insurance:

Prescription Drug Co-insurance		
	Company	Employee
Generic drugs	90%	10%
Brand name drugs *	80%	20%

* If a Brand Name Drug is required because there is no generic equivalent or if the patient has tried the generic and has a medical reaction requiring use of the Brand Name drug, the Brand Name Co-insurance will be Company 90% and Employee 10%.

- (c) The maximum covered drug dispensing fee will be \$10 (effective August 1, 2010).
- (2) The plan shall provide an allowance for prescription eye glasses. Effective date of ratification, the vision care benefit shall be \$275 per participant every twenty-four (24) months. The benefit may be used toward routine eye examinations, glasses, contact lenses, or surgery to correct vision. The vision care benefit will not be subject to the Enhanced Health Care Co-insurance.
- (3) The plan shall, subject to the Enhanced Health Care Co-insurance, cover:
 - (a) semi-private hospital rooms,
 - (b) medically necessary ambulance transportation, subject to a limit of \$100.00 per transport.

- (c) private duty nursing limited to a maximum of one hundred and twenty (120) shifts per calendar year.
- (4) Participants traveling on a temporary basis outside the Province of Ontario will have coverage under this section 4.b., subject to Reasonable and Customary limits.
- (5) Co-insurance for Employees under the Enhanced Health Care Program will be as follows:

Enhanced Health Care Co-insurance		
	Company	Employee
July 1, 2009	90%	10%

- c. The Company will make the foregoing Enhanced Health Care programs available to:
 - (1) an employee only, or
 - (2) an employee, that employee’s spouse and one or more dependents of that employee.

The term “dependents” is defined for purposes of this Agreement as in the Income Tax Act of Canada.

- d. Coverage shall be provided for employees in accordance with statutory requirements and Company regulations and shall be subject to arrangements between the Company and the insurance carrier to provide such non-statutory benefits.

5. SHORT TERM DISABILITY

A full-time employee who has completed four hundred eighty (480) hours of work and is classified as a regular full-time employee will be eligible for benefits under the Short Term Disability program. The Short Term Disability Program of the Company provides benefits to active employees from the first day of accident, first day of hospitalisation, if hospitalised for a 24 hour period, and for the fourth day of illness.

The benefits will be as shown in the following table, effective for a maximum of 26 weeks:

Effective Date	Weekly Benefit
July 1, 2009	\$330.00
First pay period following June 30, 2010	\$340.00
First pay period following June 30, 2011	\$350.00

6. DENTAL BENEFITS

- a. A full-time employee who has completed four hundred eighty hours (480) of work and is classified as a regular full-time employee will be covered (including eligible dependents) under the dental benefit plan.
- b. The Company will provide this dental benefit plan at its expense with benefits and exclusions as provided in the group contract, which provides certain diagnostic, preventive periodontal, endodontic and surgical services, based on the then current Ontario Dental Association Schedule of Fees for Dental Services provided by General Practitioners.
- c. The dental benefit plan includes coverage for removable prosthodontics (dentures) with a 50% co-payment and no maximum (other than that specified in 6.b. above), subject to the conditions outlined in the contract.
- d. Coverage for the following dental procedures will be 100% with a combined maximum of \$1,500 per calendar year per Covered Person as follows:
 - (1) Examinations: Extended recall oral examinations will be covered once every nine (9) months.
 - (2) Radiography: Posterior bitewing radiographs will be covered once every nine (9) months.
 - (3) Preventative Services: Prophylactics (cleanings), fluoride treatments and oral hygiene instruction will be covered once every nine (9) months.

7. PENSION PLAN

- a. Eligibility
 - (1) Each full-time employee hired before June 9, 2010 shall become a Member of the Plan upon implementation of the Plan effective September 1, 2010.
 - (2) Each employee hired on or after June 9, 2010 shall become a Member of the Plan upon completion of their probationary period, but not before September 1, 2010.
- b. The Company's Base Contribution rate shall be as follows:

Years of Continuous Service	Contribution Rate Per Hour Worked Effective September 1, 2010
Less than 5	\$0.115
5 but less than 10	\$0.145
10 but less than 15	\$0.175

15 but less than 20	\$0.205
20 but less than 25	\$0.225
25 but less than 30	\$0.245
30 and over	\$0.270

- c. Service will be calculated weekly and will be based on the employee's last hiring date with the Company. The applicable rate of contribution for a given period will be based on the continuous service attained as of the end of the previous pay period.
- d. Hours of work for purposes of determining the Company's Contribution to the pension plan shall also include hours attributed to payments made by the Company for the following:
- (1) Training Programs
 - (2) Seminars
 - (3) Company Meetings
 - (4) Grievance pay if such pay was for hours of work denied an employee.
 - (5) Temporary Union business (e.g. union meetings, grievances)
- e. An employee may elect to contribute each pay period to the Plan from 1% to 14% of the employee's earnings in increments of 1%. An employee on temporary absence or disability leave may elect to contribute as stated above during this period as required under the Worker's Compensation Act and the Employment Standards Act, respectively.
- f. Effective September 1, 2010, the Company shall contribute to the Plan as a Matching Company Contribution on behalf of each employee an amount equal to the following percent of the Employee's Contribution:

Employee's Contribution	Company Matching Contribution	Cumulative Match
1%	50%	.5%
2%	50%	1.0%
3%	50%	1.5%
4%	50%	2.0%
5%	50%	2.5%
6%	50%	3.0%
7% - 14%	0%	3.0%

- g. All Company and Employee Contributions are subject to Revenue Canada limitations. The current combined maximum amount allowed to be contributed to the Plan is 18% of earnings up to a maximum of \$20,000 each year. An annual test will be performed to monitor compliance with these Revenue Canada limits. If contributions to an employee's account exceeds the maximum limits, the excess Employee Contributions will be refunded from the Plan.
- h. The Company will provide employee statements on a quarterly basis.

- i. The Company will allow employees to change their contribution rate and investment direction on a quarterly basis. Employees may elect at any time to cancel completely their voluntary Employee Contributions.
- j. The Company and the Union agree that during the term of the Collective Agreement, the Pension Plan shall only be amended to implement provisions agreed to between the Company and the Union or to comply with requirements of the Pension Commission of Ontario and Revenue Canada.

8. CLAIM DETERMINATION

The final determination of whether an insured employee qualifies for claim payments under Group Life insurance, Accidental Death and Dismemberment Insurance, the Group Hospital-Medical and Prescription Drug Plan, the Health and Accident Insurance Program or the Dental Benefit Plan, shall be made by the respective carriers. Except for Health and Accident insurance Claims which arise exclusively after the date of ratification of this agreement, such determination may not be made the subject of a complaint under the General Labour Agreement and is not a proper matter for arbitration under such General Labour Agreement.

9. COMPLIANCE WITH LAW

It is intended that the Group Life insurance, Accidental Death and Dismemberment Insurance, Group Hospital-Medical and Prescription Drug Plan, Health and Accident Insurance and Dental Benefit Plan as set forth in this Agreement shall comply with any law or laws pertaining to such programs. Should any law or laws provide for similar benefits, any amounts required to be paid by the Company as contributions, taxes or benefits there-under shall reduce to that extent the amounts the Company shall be required to pay under this Agreement, and appropriate adjustments shall likewise be made in the benefits there-under.

10. INSURANCE CARRIERS

The Company reserves the right at any time to place the programs provided for in this Supplemental Agreement with insurance carriers other than those now providing those coverages, provided the new carrier provides benefits equal to those in effect prior to the change in carriers