

1990

COLE	DATE	1990
	NUMBER OF EMPLOYEES	100

**AGREEMENT**

between

**AMG INDUSTRIES LTD.**  
(Kearborough Plant)

and

**ALUMINUM, BRICK AND  
GLASS WORKERS  
INTERNATIONAL UNION  
AFD-CIO-CYC  
and its Local 2984**

**TERM OF AGREEMENT**  
From  
**JUNE 3, 1986 TO JUNE 1, 1990**

**WITNESSETH**

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**THIS COLLECTIVE AGREEMENT**

made between

AFG INDUSTRIES LTD.

Scarborough Plant, Scarborough

Ontario, hereinafter called "The Company" - OF THE

FIRST PART

AND

ALUMINUM, BRICK AND GLASS WORKERS  
INTERNATIONAL UNION

AND ITS LOCAL 295G (AFL-CIO-CLC),

hereinafter called "The Union" - OF THE

SECOND PART

WHEREAS the Union has been certified by the Ontario Labour Relations Board:

AND WHEREAS the parties hereto have agreed to enter into this Agreement for the purpose of establishing mutually satisfactory hours of work, working conditions and rates of pay, and to provide machinery for the equitable adjustment of disputes arising from the Agreement between the Company and the employees covered by this Agreement with a view to the promotion of good employer-employee relations between them.

**ARTICLE 1 - RECOGNITION**

**1.01** The Company recognizes the Union as the Collective bargaining agent for all the employees of the Company at its Scarborough, Ontario, plant, save and except foremen, persons above the rank of foreman, office and technical salaried staff.

**1.02** The Union recognizes that it is the exclusive function of the Company to hire, promote, demote, transfer and classify employees subject to the provisions of this Agreement, and that it is also the right of the Company to discharge, discipline or suspend any employee for reasonable cause, provided that a claim by an employee who

has acquired seniority that he has been discharged without reasonable cause or claim by an employee that he has been disciplined or suspended without reasonable cause may be the subject of a grievance and dealt with as hereinafter provided.

**1.03** The Union further recognizes the right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities. The location of the plants, the products to be manufactured, the schedules of production, the methods, process and means of *manufacturing* used, the right to decide on the number of employees needed by the Company at any time, the right to use improved methods, machinery, and equipment, and jurisdiction over all operations, buildings, machinery, tools and employees in the Plant in Scarborough, Ontario, are solely and exclusively the responsibility of the Company. The Company also has the right to make and enforce reasonable rules and regulations to be observed by the employees.

**1.04** The Company shall also have the right to introduce new job classifications or change existing classifications in the Wage Schedule of this Agreement. The Company will set the rate for any new or changed job and will notify the President of the Local Union of such new rate. In case of disagreement the Local President shall give the Company written notice stating the basis of disagreement over the new rate. If notice of disagreement is not received within thirty (30) days of the date of the introduction of the rate, the rate set by the Company will be deemed to have been approved by the Union. Any disagreement on a new rate will be discussed by the Grievance Committee and the Plant Manager at Step 3 of the Grievance Procedure. Failing agreement at this stage the matter will be referred to Arbitration in the normal manner. The Board of Arbitration shall have no power to alter a disputed rate if in setting that rate the Company has applied the same basic principles that were used in establishing other rates not in dispute.

**1.05** The Local shall notify the Company in writing of the names of its Officers, Committeemen and Stewards within seven (7) days of their election or appointment,

and of the date upon which they are installed in office.

**1.06** The Company shall notify the Local President in writing of the names of the Acting Foremen, Foremen, **and** the persons above the rank of Foreman and the departments or sections thereof for which each is primarily responsible.

**1.07** The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the Company without the permission of the Management, or as provided by this Agreement.

**1.08** The privilege of Local Officials, (President, Vice-President, Financial Secretary and Recording Secretary) to leave their work to attend to Union business other than for grievance processing is granted on the following conditions:

- (a) They shall obtain the permission of the Foreman concerned before leaving their work. Such permission shall not be unreasonably withheld.
- (b) If it is necessary to contact an employee in another section the permission of the Foreman in that section shall be obtained before such contact is made.
- (c) The time away from work shall be reported in accordance with the time-keeping methods of the section in which they are employed.

**1.09** Full time officials of the Union may enter the plant for the purpose of discussing Union matters with Local Officials, provided permission is first obtained from the Management and provided that arrangements can be made for such a visit without interfering with the efficient operation of the Company's business.

**1.10** No employee shall be made redundant or suffer loss of earnings through Management officials performing work normally done by employees in the bargaining unit. Management officials may only perform bargaining unit tasks for the purpose of instruction, experimentation or in cases of emergency.

**1.11** The Company agrees to furnish sufficient locked notice boards in the plant, in suitable locations easily

accessible to the employees, for the purpose of posting notices of interest to the Local. A key to these boards is to be in the possession of the Local Recording Secretary. Notices may not be posted without the approval of the Plant Manager.

## **ARTICLE 2 - HUMAN RIGHTS**

**2.01** Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offenses, marital status, family status or handicap.

## **ARTICLE 3 - UNION SECURITY**

**3.01 (a)** During the lifetime of this Agreement, uniform monthly dues, assessments and fines as established by the Union, in accordance with its Constitution and By-laws shall be deducted from the earnings of each employee subject to the following conditions:

- (i) the Company shall not deduct from any employee more than four (4) times per year nor shall any single time exceed twenty-five (25) dollars. Notification to the Company shall be in writing and addressed to the Plant Human Resources Manager.
- (ii) the dues and assessments shall not be changed for a period of one (1) year from the date of notification by the Union of the amount to be deducted.
- (iii) all monies deducted shall be remitted by accounting month by cheque to the Financial Secretary of the Local supported by weekly lists of employees showing individual clock numbers and deductions. Deductions shall be shown as regular and other, the latter being initiation and special fee assessments. Total monthly dues deducted will be printed on the employee's T-4 slip by the Company.

(b) Deductions of dues, assessments, fines and initiation fees shall be in accordance with the following schedule:

- (i) Uniform monthly dues - weekly from each pay.
- (ii) Uniform assessments - monthly.
- (iii) Union initiation fees as uniformly assessed by the Union - from the first full week's pay of all new employees.
- (iv) Fines - from the first pay of the month following notification by the Union of the amount and effective date.

(c) The Company each month, will provide the Financial Secretary of the Local with the names and hiring dates of new employees and the names and dates of severance of employees who have left the employ of the Company.

**3.02** All employees who are members of the Union shall remain members of the Union in good standing as a condition of employment.

**3.03** All new employees shall become and remain members of the Union in good standing as a condition of employment.

**3.04** It is expressly understood and agreed that the Company shall not be required to discharge or suspend any employee for violation of the provisions of Article 3 - Union Security, for any reason other than the non-payment of regular monthly dues as uniformly assessed the Union Constitution, notwithstanding anything to the contrary herein contained.

#### **ARTICLE 4 - GRIEVANCE PROCEDURE**

**4.01** The Union shall form a Grievance Committee which shall be composed of not more than four (4) Stewards, two (2) of whom shall be Zone Stewards, together with the President and the Vice-president of the Local. The Company will recognize and deal with the Grievance Committee following completion of Step 2 of the grievance procedure, on any grievance concerning the inter-



pretation, application, administration or alleged violation of this Agreement.

**4.02 (a)** The Company shall recognize as Stewards, employees having at least six (6) months seniority and selected as representatives from each of the sets of the major operating areas of the plant as set out below:

(i) Glassmaking:

(ii) Glass Processing:

Warehouse  
Lehr-End  
Bystronic  
Shipping

(iii) Engineering:

Mechanical  
Electrical

(iv) Warden Ave:

Box Shop

(b) In addition, five (5) employees of the Company having more than one (1) year seniority shall be recognized by the Company as Zone Stewards and shall be representative of the four (4) major areas of operation.

(i) GLASSMAKING:

One (1) Zone Steward  
One (1) Deputy Zone Steward

(ii) GLASS PROCESSING:

Two (2) Zone Stewards  
One (1) Deputy Zone Steward

(iii) ENGINEERING:

One (1) Zone Steward

(iv) WARDEN AVE.

One (1) Zone Steward

**4.03** Where a grievance concerns an error in the calculation of wages, the normal time restriction of seven (7) working days for the initiation of a grievance shall not apply.

**4.04** Foremen shall not unreasonably withhold permission from Stewards when they request leave from their job for the purpose of processing grievances, and a reasonable length of time shall be allowed the Steward to perform such duty. Stewards shall advise the Foreman when they return to their job.

**4.05** Stewards, Zone Stewards and the Local President, while engaged in the investigation and processing of grievances shall not suffer loss of earnings for the time so spent during their regular working hours.

**4.06** When grievances are dealt with outside of regular working hours at the request of the Company, the employees engaged in the discussion of grievances with representatives of the Company shall be paid at the rate of one and one-half (1 1/2) times the employees' base rate of pay for the time so spent.

**4.07** Any aggrieved employee or employees requested to appear during the discussion of grievances shall be considered as participants in the handling of such disputes and grievances. This shall not apply to a discharged employee unless he is reinstated as a result of the hearing of the grievance.

**4.08** A matter which an employee wishes to take up with the Company shall first be discussed with his Foreman. At the option of the employee, the Union Steward may be present at this meeting. If the matter is not settled to the satisfaction of the employee and concerns the interpretation, application, administration or alleged violation of this Collective Agreement, it may become the subject of a formal grievance and shall be settled in accordance with the following procedure:

#### **STEP 1**

The Employee or Steward shall within seven (7) working days after the occurrence of the fact or event giving rise to the grievance, deliver to his Foreman a written statement of the nature of the grievance, the section or sections of the Agreement alleged to have been violated and the remedy sought. This shall be signed by both the

employee and his Steward. Within three (3) working days of receiving a grievance, the Foreman will meet with the employee and his Steward if necessary, to discuss the grievance and within two (2) working days of the date of the meeting shall give the Steward an answer on the approved form and if the grievance is denied, a statement for the reasons of such denial.

#### **STEP 2**

A grievance shall not be carried further unless within three (3) working days of receiving the answer of the Foreman under Step 1, the Zone Steward advises the department Manager in writing, stating the reason or reasons the answer at Step 1 is unsatisfactory. notice of referral to Step 2. Within three (3) working days of receiving notice of referral the departmental Manager shall meet with the Zone Steward to discuss the grievance, and shall within two (2) working days, give the Zone Steward an answer in writing.

#### **STEP 3**

The grievance shall not be carried further unless within twenty (20) working days of receiving the answer of the departmental Manager, the Local President presents the grievance at the regular monthly grievance meeting. The Local President shall present the grievance to the Plant Human Resources Manager seven (7) working days prior to the meeting stating the reasons the answer at Step 2 is unsatisfactory.

The Plant Manager or his designate shall meet with the Grievance Committee as set out in clause 4.01 on the fourth (4th) Thursday of each month or at such other time as agreed to by the Company and the Union to discuss the grievance and shall within five (5) working days of the meeting give the Local President an answer in writing. At the option of the Grievance Committee an International Official may participate in these discussions.

**4.09** Special meetings shall be held by the Grievance Committee and the Plant Manager or his representative

to consider the discharge or suspension of an employee, or other urgent matters which cannot be reasonably delayed until the time of the next regular Grievance Meeting.

**4.10 (a)** In determining the time which is allowed in the steps of the grievance procedure, wherever the words "working days" are used they shall mean those days other than Saturdays, Sundays and paid holidays as defined in Article 12 on which the Company schedules production. In Steps 1 and 2 of the Grievance Procedure, working days will not include the employee's regularly scheduled days off.

**(1)** If advantage of the grievance and arbitration provisions of this Agreement is not taken within the time limits specified therein or as extended in writing as set out below, that grievance shall be deemed to have been abandoned and may not be re-opened.

(e) The time limits as stated in this Article may be extended by mutual agreement of the conferring parties.

**4.11** Any grievance concerning the interpretation, application, administration or violation of this Agreement, including the question of whether any matter is arbitrable which has been properly carried through all the steps of the grievance procedure outlined above, and which has not been settled, may within twenty-one (21) working days from the Company's Step Number 3 meeting at which the matter was discussed be referred to a Board of Arbitration at the request of either of the parties hereto.

**4.12** The party referring a matter to arbitration shall name its appointee to the Arbitration Board at the time the other party is notified of the decision to arbitrate the matter. The party so notified shall within ten (10) working days appoint its member. The Chairman shall be selected in rotation from the following.

1. O. Shime
2. R. L. Kennedy
3. K. Burkett
4. G. J. Brandt
5. J. Brunner

The Company and the Union may from time to time, by mutual agreement, add further names to the list.

**4.13** The parties may mutually agree to the appointment of a single Arbitrator with the same powers as an Arbitration Board. When such an agreement is reached, the Chairman shall be selected in rotation from the list of Chairmen referred to in 4.12.

**4.14** The decision of the single Arbitrator or a Board of Arbitration shall be binding on both parties. When there is no unanimous or majority decision, the decision of the Chairinan shall be the decision of the Board. The single Arbitrator or the Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions.

**4.15** Each of the parties io this Agreement will bear the expenses of its appointee, and the parties will jointly bear the expense of the Chairman or the single Arbitrator.

**4.16** No person shall be appointed to the Arbitration Board who has been directly involved in prior attempts to negotiate or settle the grievance.

#### **ARTICLE 5 - MANAGEMENT AND UNION GRIEVANCES**

**5.01** Management shall bring forward any complaint with respect to the conduct of the Local, its Officers or Committeemen in so far as such conduct is concerned with the interpretation, application, or administration of this Agreement. It shall within seven (7) working days after the occurrence of the fact or event giving rise to the complaint notify the Local President in writing and if such complaint is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance at Step 3 of the grievance procedure and referred to Arbitration in the same way as the grievance of an employee or of the Local.

**5.02** A Union Policy grievance which is defined as an alleged violation of this Agreement or the way in which the Agreement has been interpreted, applied or adminis-

tered may be brought forward by the grievance committee at Step number 3 of the grievance procedure, except where the specific alleged violation of the Agreement directly affects only one (1) employee. The Policy grievance may be presented at any time within seven (7) working days after the circumstances giving rise to such policy grievance occurred. If the said grievance is not settled at Step number 3 of the grievance procedure the grievance may be referred to arbitration. A Board of Arbitration shall deal with a Union Policy grievance in the same manner as it would an employee's grievance.

#### **ARTICLE 6 - DISCHARGE: CASES**

**6.01** A grievance arising from the discharge of an employee shall be taken up within three (3) working days. Such a grievance shall be entered at Step 2 of the grievance procedure and shall be answered by the Company in writing within seven (7) working days of the date the employee is notified of his discharge. The normal time limits shall apply at arbitration if the grievance is processed at that step.

**6.02** A grievance arising out of a discharge or other disciplinary action may be settled by confirming the management's action or by reinstating the employee's full compensation for the time lost or by any other arrangement which is just and equitable in the opinion of the conferring parties or an Arbitration Board.

**6.03 (a)** An employee may only be disciplined in the presence of the employee's Steward or designated alternate, except when the Steward or designated alternate is not on the Company premises. Disciplinary action taken against an employee will be confirmed on appropriate forms with the distribution as follows:

- 1 copy to the employee
- 1 copy to the employee's file
- 1 copy to the Department Manager
- 1 copy to the Union President

**(b)** An employee may only be discharged in the presence of the employee's Steward or designated alternate and the

Local President or designated alternate when available on the Company premises. The discharged employee shall have the right to interview his Steward or Local President or their alternates for a reasonable time during working hours in a convenient place in the factory.

**6.04** Since discipline is exercised against an employee to correct his actions or behaviour, if a suitable period of time has elapsed since his last offence the Company will not use such offenses in determining subsequent disciplinary action. Except in exceptional circumstances the period will be twelve (12) months after the offence for which the employee was last disciplined.

#### **ARTICLE 7 - SENIORITY**

**7.01** For the purpose of promotion, transfer or redundancy the following departments will be recognized:

- (i) Classmaking
- (ii) Glass Processing
- (iii) Engineering
- (iv) Technical

The seniority of employees covered by this Agreement shall be expressed as:

- (i) Plant seniority
- (ii) Job seniority

**(a)** Plant seniority is the length of continuous service with the Company commencing on the date the employee was hired by the Company, subject to Clause 7.02.

**(b)** Job seniority is the length of service on a job accumulated from the date an employee commences work in the new classification (subject to Clause 7.18) on a job where there are two (2) or more employees performing the same job; or, the employee's plant-wide seniority to completion of the training period.

**7.02** Employees having less than 480 regularly scheduled hours worked shall be considered probationary employees and will have no seniority rights, but when such rights are acquired, plant-wide seniority will date from the day the employee began work; provided that where an em-

employee is prevented from working the 480 hours regularly scheduled hours worked continuously because of illness or being laid off for a period or periods of less *than twelve* (12) months, plant-wide seniority will date from the day three (3) months prior to the day upon which he completes the 480 hours regularly scheduled hours worked intermittent services.

**7.03** The Company shall compile and post semi-annually on the first Tuesday in January and on the first Tuesday in July, in places easily accessible to employees, a list of the names of all employees showing their seniority standing, which shall be open to protest by employees for fifteen (15) days from the date of such posting. The Company will supply the Local President with one (1) copy of the seniority lists and any corrections made thereto.

**7.04 (a)** Any employee who has been incapacitated at his regular work by injury or compensable occupational disease while employed by the Company may be employed in other work in the plant which he can do, provided that no other employee shall become redundant as the result of such action, except as provided in 7.04 (b).

**(b)** Except for a minimum of five positions, the job classification of janitor is reserved for the most senior aged or infirm employees and for those who require rehabilitation. Employees cannot be replaced as the result of transfers due to redundancy unless bumped by a more senior employee who has no option but lay-off under 7.26; nor are they allowed to apply for posted jobs. A junior employee may be bumped by a more senior employee who may no longer be able to carry out his normal job because of age or infirmity or is in need of rehabilitation. In such a case, the junior aged, infirm or rehabilitating janitor will be laid off.

**(c)** A minimum of five (5) janitorial positions will be manned by able-bodied employees. These employees will be subject to bumping at the time of a lay-off or redundancy **and** will be permitted to **bump** more junior employees in accordance with the lay-off and redundancy



provisions of this Agreement and will be permitted to apply for posted jobs.

**7.05** An employee's seniority shall accumulate and shall cease only by reason of:

**(1)** Discharge for reasonable cause.

**(2)** Retirement or voluntary resignation

**(3)** Failure to notify the Company within five (5) days of the date of notification by registered mail of call-back after lay-off that he intends to return to work within seven (7) days of notification, unless the employee can give a reason satisfactory to the Company for such failure to report within the time prescribed.

**(4) (a)** When an employee in the bargaining unit is promoted to a position outside the bargaining unit during his probationary period he shall retain his seniority while serving in such position for a period of one year, but shall not accumulate seniority while serving in such position. All seniority rights shall be forfeited after the one (1) year period has expired.

**(b)** When a seniority employee within the bargaining unit is promoted to a position outside the bargaining unit he shall retain and accumulate seniority while serving in such position for a period of one (1) year, after which all seniority rights shall be forfeited.

**(5) A** lay-off for more than twenty-four (24) months or length of service to a minimum of 12 months.

**(6)** Absence from work for five (5) working days without reason satisfactory to the Company.

**(7)** Failure to return to work after leave of absence or annual vacation unless a reasonable excuse is given to the Company.

**(8)** Attaining the normal retirement age defined by the Pension Plan.

**(9)** In addition to the foregoing, an employee's job seniority shall cease on permanent transfer to another job.

7.06 (a) On temporary transfers for the convenience of the Company an employee shall be guaranteed his hourly rate, or the hourly rate for the job classification to which he is transferred, whichever is the greater. If the employee has not been transferred back to his regular job after fifteen (15) working days, the temporary job will be posted and the employee on temporary transfer will return to his regular job when the successful applicant is fully trained.

(b) When a temporary transfer is made for training purposes, no time limit shall apply and the employee shall be paid at the base wage rate of his permanent job.

7.07 On temporary transfers for reasons other than Company convenience the employees transferred shall be paid the rate for the new job.

7.08 Vacancies for jobs within the scope of the bargaining unit shall be subject to job posting in accordance with the conditions outlined in the promotion and redundancy provisions of this Agreement.

(a) The Company recognizes seniority as the determining factor in an employee's claim to be considered for any job in the bargaining unit provided that:

(i) An employee applying for a job vacancy shall undergo the selection procedures established and as a result is successful in qualifying for training on the job.

(ii) An employee applying for a job vacancy for which selection procedures have not been established, shall have a reasonable chance of qualifying for the job after undergoing the trial and instruction period as set out in Clause 7.14.

7.09 Jobs subject to posting will be posted in places easily accessible to the employees concerned. Such notices will close on the fourth (4th) working day following the day of posting, after which no further applications will be considered. All jobs posted shall set forth the exact title of the job and the rate or range of pay. Employees are encouraged to contact the Human Resources Department for any clarification of the job and its required qualifications.

**7.10** Any employee may apply for a posted job by means of a written application in duplicate, one (1) copy of which shall be submitted to the Human Resources Department and one (1) to the Zone Steward.

**7.11 (a)** The name of the applicant selected for the posted job shall be posted on the appropriate bulletin board not later than ten (10) working days after the closing date of the posting. The notice shall remain posted for at least five (5) days. A copy of the notice shall be sent to the Local President.

**(b)** The selected applicant will be expected to accept the job and will not be permitted to withdraw his application after the closing date of the posting.

**7.12** Vacancies in any department will be posted plant-wide and applications will be considered from employees on the basis of plant-wide seniority and ability to fulfil the normal requirements of the job subject to Clauses 7.19 and 7.20.

**7.13 (a)** Any employee who has been successful in filling a job vacancy through the job posting procedure shall be expected to remain on that job for a minimum period of six (6) months. If for personal reasons or other good reason an employee wishes to apply for another job posting before the six (6) month period has elapsed, his case will be given consideration by the Plant Manager upon written request being made by the employee to the Plant Human Resources Manager.

**(b)** Notwithstanding any other provision of this Agreement the transfer of shift workers out of their own department is limited by the following conditions:

As a general rule not more than five (5) employees may be transferred from the Glassmaking Department in any one (1) calendar year.

Exceptions to this rule will be considered by the Plant Manager where for personal reasons or other good reasons an employee wishes to transfer after the above quotas have been filled. Such requests should be submitted in writing to the Plant Human Resources Manager.

**7.14 (a)** When a job is filled in accordance with the job posting procedure the employee will undergo a trial and instruction period. The duration of the trial and instruction period up to:

Eighteen (18) weeks	Setter Operator
Six (6) Weeks	Float Operator
Six (6) Weeks	Chief Float Operator
Six (6) Weeks	Tank Mender
Six (6) Weeks	Mixer
Six (6) Weeks	Vehicle Driver
Six (6) Weeks	Discharger
Six (6) Weeks	Receiver's Helper
Six (6) Weeks	Maintenance Helper
Two (2) Weeks	S.Q.C. Serviceman
Six (6) Weeks	<b>All Other Jobs - Current Contract</b>

The trial and instruction period may be extended by mutual agreement.

**(b)** During the trial and instruction period the employee's progress will be reviewed weekly by his foreman and where progress is considered to be unsatisfactory the employee will be interviewed by the departmental Manager with the Zone Steward in attendance.

**(c)** When the employee's progress is considered by the departmental Manager to be below normal and it is evident to the Manager that the employee is incapable of qualifying for the job, the employee will revert to his former job without prejudice or loss of seniority.

**7.15** Where a selected applicant for a posted job fails to qualify, for any reason, the vacancy shall be filled by the next applicant from the original posting according to his seniority and ability to fulfil the normal requirements of the job.

**7.16** If there are no applicants for a posted job or if for any reason the job is not filled as a result of the posting, Management may fill the job without further posting. It is understood, however, that if a vacancy is not filled for two (2) months it shall be considered a new vacancy for the purpose of posting.

**7.17** Job posting procedure as set out in this Agreement is subject to the right of the Company to fill any job without posting in case of emergency. The Local President shall be notified in writing of the nature and expected duration of the emergency. When an emergency has been declared senior qualified labourers and pick-off men will be selected to fill the vacancies created.

If there are no such qualified employees the Company will select some other qualified employees from the bargaining unit. If there are no such qualified employees in the bargaining unit the Company may hire new employees. At the termination of an emergency the Company will post the job if such job is to be continued. The employees who filled the jobs during the emergency shall have the right either to return to their former jobs or if new employees, to be treated as probationary. The following types of emergency will be recognized:

- (a) Prolonged absence of an employee.
- (b) Breakdown or repair of plant or equipment.
- (c) A sudden increase in demand for the Company's product. This type of an emergency will not apply for more than sixty (60) working days in any calendar year unless extended by agreement between the Union and the Company.

**7.18** The Company reserves the right to delay the transfer of an employee until a fully competent and qualified substitute has taken over the job which the transferred employee is vacating. The effective date of the transfer for the purpose of job seniority shall be the closing date of the job posting. The reasons for each delay shall be communicated to the Zone Steward in writing.

**7.19 (a)** The jobs of labourer and pick-off man will not be subject to posting. Employees desiring a transfer to these jobs may notify the Human Resources Department who will keep such employees names on file, and they will be considered in order of seniority, and ability to fulfil the normal requirements of the job as and when vacancies arise. Duplicate application for these jobs shall

be filed with the Local Union President by the employee at the same time.

(b) Vacancies for skilled trades will be posted plant-wide and applicants selected according to their skilled qualifications to fill the vacancy. In the event that an applicant with recognized qualifications is not available from the bargaining unit the Company may fill the job by hiring a suitably qualified person from outside. These skilled trades are:

Electrician, Carpenter, Millwright, Welder, Pipefitter, Bricklayer, Motor Mechanic, Instrument Maintenance Man and Heating and Ventilation Mechanic.

**7.20** Chief Float Operators will be selected from among the senior half of the job seniority ranking of the Float Operators.

**7.21** When it becomes necessary to reduce the work force, lay-offs shall be conducted by first laying-off probationary employees throughout the plant. Any further reduction will be made on the basis of reverse plant wide seniority. The orderly lay-off of employees as outlined in this clause shall apply provided it does not prevent the Company from maintaining a working force of employees who are qualified and willing to do the work which is available, senior employees who bump into jobs vacated by junior employees who are laid-off will be subject to the requirement of Clause 7.26 of this agreement. The Company agrees to give seniority employees seven (7) days notice of lay-off except in the case of emergency and/or temporary lay-off.

**7.22** At each lay-off or recall after lay-off, the Company may designate certain individual employees whose services are required in the special circumstances then existing, providing it is not possible to fill the job through the interchange of presently employed qualified personnel. Such employees may be retained or recalled to service regardless of their seniority. No such designation shall become effective until approved by the Plant Manager. The fact that an employee has been so designated shall not affect his regular seniority standing and he shall resume the same as soon as the special reasons in his case

cease to exist. The Local President will be informed in writing of such designations.

**7.23** In the event of a shortage of work a temporary lay-off may be declared in which case the redundancy provisions of this Agreement do not apply. A temporary lay-off shall be defined as a lay-off which does not exceed seven (7) working days. The Company will endeavour to minimize the temporary lay-offs by making suitable reductions in the work force in accordance with the redundancy provisions of this Agreement, but in no circumstances shall an individual employee be so laid-off for more than fourteen (14) working days in any calendar year.

**7.24** When it becomes necessary to reduce the work force in any department job seniority will govern where there are two (2) or more employees performing the same job. Such employees may only return to their permanently established job by exercising job seniority.

**7.25** Following the application of Clause 7.24 redundant employees may bump according to plant-wide seniority.

**7.26 (a)** An employee exercising his seniority under Clause 7.25 may either bump into any job on which he has been previously qualified while a member of the bargaining unit subject to his ability to fulfil the normal requirements of the job after one (1) working day on the job or he may bump into any one of the following jobs subject to his ability to perform the job after one (1) week.

Discharger  
S.Q.C. Serviceman  
Tankmender  
Maintenance Helper  
Shipping Checker

An employee may also bump the classifications of Loader, Lift Truck Operator, Trucker-Packer and Receiver's Helper until sixty (60%) percent of the employees permanently established in each classification, after the initial redundancy, have been bumped and subject to his ability to perform the job after one (1) week on the job.

Should the employee fail to qualify or exercise his option, in either case he shall be obliged to accept the job as:

(i) Pick-Off Man

(ii) **Labourer**

subject to plant-wide seniority and ability to perform the job after one (1) working day of instruction on the job or in the alternative accept a lay-off.

A Janitor may be bumped according to Clause 7.04(b).

(b) An employee exercising seniority under Clause 7.26(a) and who selects the job as Labourer shall be permitted to bump any Labourer that his seniority will permit. This selection relates only to Labourer positions available at the time of the redundancy.

**7.27** Employees who have plant-wide seniority pre-dating April 2, 1965 exercising their bumping rights under the provisions of Clause 7.26 will have the privilege of selection of hours of work where applicable between day work, non-continuous or continuous shift work. This selection only relates to shift rotas in effect at the time of the redundancy.

**7.28** Before an employee is recalled to his permanent classification, any other employee with greater plant seniority who has been obliged to accept Pick-off man without option in a previous redundancy will be given an opportunity to bump that job, subject to his ability to fulfil the normal requirements of the job after one (1) working day on the job if previously qualified, or after one (1) week on the job if it is a job listed in Clause 7.26.

Failure to exercise seniority on the first such opportunity will render the employee ineligible for further consideration under this clause.

For clarification, this clause is not applicable to vacation relief.

**7.29** An employee who bumps into another job by exercising his seniority during a lay-off or redundancy must return to his regular job when said job becomes open.



While so transferred **an** employee may not apply for a posted job for which he would have been ineligible had he remained in his regular job. These transfers shall not be permanent unless agreed between the Company **and** the Union.

**7.30** When filling a vacancy in a department from which an employee is redundant the principles which apply to recall from lay-off shall be applied.

**7.31 (a)** Before new employees are hired, laid-off employees shall be returned to work according to their seniority standing in reverse of the order in which they were laid-off, providing the employee can do the work in a manner acceptable to the Company, subject to employee's right to lodge a grievance.

**(b)** An employee having less than twelve (12) months seniority, recalled from lay-off to a new department must serve a further one (1) month probationary period but would have seniority rights. Should he prove unsuitable during the additional probationary period he will be laid-off pending recall to his former department.

**7.32** Notification of recall shall be by registered mail addressed to the last address which the employee shall have recorded with the Company. Telephone and personal visits will be used, where possible, to expedite the recall of employees. The President of the Local shall be advised in writing of the names of those to whom notifications of recall have been communicated.

#### **ARTICLE 8 - SAFETY AND HEALTH**

**8.01** The Company shall make reasonable provisions for the safety and health of its employees at the plant during the hours of their employment **and** provide equipment necessary to protect employees properly from injury or disease.

**8.02** The Local Union agrees to assist the Company in maintaining proper observation of all safety and health rules.

**8.03** The provision of necessary protective clothing shall be the responsibility of the Company, with the exception of:

(a) Safety shoes, which shall be provided by the Company at full cost up to a maximum of twenty-five dollars (\$25) per pair not more often than one (1) pair in eight (8) months; and

(b) Prescription safety glasses, which shall be provided by the Company at full cost for the initial pair and will be replaced every two (2) years, where necessary, on submission of an altered prescription.

**8.04** First Aid personnel (qualified to St. John Ambulance or Red Cross requirements) shall be available in the plant at all times when employees are working. Such qualified employees will be identifiable by an identity disc which will be worn in such a manner as to be visible at all times when on the job.

#### **ARTICLE Y - ACCIDENT COMPENSATION**

**9.01** Employees injured while working at the plant and if:

- (i) sent home by a Company official;
- (ii) assigned to another job;
- (iii) sent to the hospital or doctor's office for treatment;

shall suffer no loss of earnings for the balance of the shift during which the accident occurred.

**9.02** When an accident is reported the Local President or his designated alternate will receive a copy of the report.

**9.03** An employee for whom a claim is being processed for time loss compensation with the Workers' Compensation Board may apply to the Company for an advance not to exceed one hundred and fifty (\$150) dollars per week for four (4) weeks or until compensation payments start, whichever occurs first. The full amount paid to the employee will be repaid by the employee when his com-

compensation payments begin. Money advanced to the employee and not recovered through compensation payments, regardless of the reason, will become a claim against any wages or other monies due to him, or becoming due to him, from the Company.

#### **ARTICLE 10 - WORKING CONDITIONS**

**10.01** The practices and privileges as listed will be recognized by the Company and shall not be discontinued or changed except by negotiation between the Union and the Company.

- 1.** Smoking is permitted in designated areas only.
- 2.** Access to the cafeteria facilities at the approved times **as** determined by the Department Manager.
- 3.** A break of fifteen (15) minutes maximum duration will be given during each four (4) hour work period. Breaks will not be scheduled during the first or final hour of the shift and will be  
as close to the mid point of the four (4) hour period as possible. In those areas of continuous operation breaks will be on a relief basis.
- 4.** Normally, meal periods will be a maximum of one half (1/2) hour and will be scheduled **no** earlier than two and one half (2 1/2) hours from the beginning of the shift and no later than two and one half (2 1/2) hours from the end of the shift. Wherever possible, lunch periods will be scheduled as close to the mid point of the shift as permitted by the nature of the operation.
- 5.** For 12 hr shifts: 15 minutes / 30 minutes / 15 minutes / 30 minutes - To be spaced evenly **as** possible over the shift but not in the first one and half **hours** or the last one and a half hours of the shift.
- 6.** In those areas where the operation permits, and the practice of **a** wash-tip or machine clean-up is permitted, these periods shall not exceed ten (10) minutes duration at the end of the shift.

**10.02** An employee who transfers to another job classification will be entitled to the privileges of the section to which he has been transferred and will not be permitted to take with him, those privileges of his former job classification.

#### **ARTICLE 11 - VACATIONS WITH PAY**

Vacation schedule for Continuous operations to be scheduled Sunday to Saturday (Beginning August 4, 1996).

**11.01 (a)** During each vacation year every employee who has attained seniority shall take vacation at a time convenient to the Company and the employee shall receive vacation time off based on continuous employment with the Company and receive as vacation pay a percent of his earnings for the twelve (12) months ending December 31st of the preceding year (unless otherwise stated) as cited in the table below:

- (i)** Three (3) months but less than twelve (12) months; one-half (1/2) working shift for each complete month worked up until the time vacation is taken to a maximum of five (5) working shifts with vacation pay equivalent to two (2%) percent of earnings calculated to the end of the last complete pay period ending three (3) weeks prior to the start of his vacation.
- (ii)** One (1) year but less than five (5) years; two (2) weeks vacation to be taken not later than ten (10) months following employee's anniversary date and four (4%) percent vacation pay or two (2) weeks pay at normal scheduled hours as at December 31st of the preceding year at base wage rates, whichever is greater. (40 x base rate or 42 x base rate x 1.2)
- (iii)** Five (5) years but less than (12) years; three (3) weeks vacation and six (6%) percent vacation pay.
- (iv)** Twelve (12) years but less than fifteen (15) years; four (4) weeks vacation and eight (8%) percent vacation pay.

(v) Fifteen (15) years but less than twenty-two (22) years; four (4) weeks vacation and ten (10%) percent vacation pay.

(vi) Twenty-two (22) years but less than thirty (30) years; five (5) weeks vacation and twelve (12%) percent vacation pay.

(viii) Thirty (30) years or more; six (6) weeks vacation and fourteen (14%) percent vacation pay.

(b) For the purpose of calculating vacation pay entitlement, time loss payments received by the employee from the Workers' Compensation Board relating to accepted claims, will be added to earnings. This is dependent upon the employee notifying the Company of the amount received by March 31st in any vacation year and furnishing proof of receipt. Receipts unrelated to absence from work do not qualify.

**11.02 (a)** An employee entitled to more than three (3) weeks vacation may not take more than three (3) weeks at a time except under exceptional circumstances as agreed by Management.

(b) Requests for three (3) or more consecutive weeks at a time will be allowed for the period outside June 1st to September 15th subject to operational requirements.

**11.03** Every reasonable effort will be made to arrange holidays to suit the individual wishes of the employees. The Company may, if it so desires, arrange vacations to coincide with a period when there is no production due to essential repairs, or when a shut-down period for vacation purposes is observed in the warehouse.

**11.04** Choice of vacation shall be decided according to plant-wide seniority within departments.

**11.05** All employees will take their vacation during the vacation year (January 1st to December 31st). Where possible, employees who have any preference of vacation will advise the Company before the start of the vacation year but not later than March 15th of the vacation year.

**11.06** The Company will post vacation schedules as soon as possible, but no later than April 15th, and these schedules shall list the names and vacation periods assigned to employees. The Company agrees to consider changes in the schedules for the convenience of employees wherever possible.

**11.07** Vacation pay shall be paid in advance of the employee's annual vacation.

**11.08** Upon termination of employment (regardless of the reason for termination) an employee will receive vacation pay for the unused portion, if any, of the paid vacation which he would otherwise have been entitled to take during the year in which termination occurs.

#### **ARTICLE 12 - PAID HOLIDAYS**

**12.01** The Company recognizes New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday (first Monday in August), Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, December 31st and the third Monday in February (to be replaced by Heritage Day, if legislated), and agrees that **all** employees who qualify in accordance with Clause 12.04 shall be paid for the holiday on the basis of eight (8) hours at base wage rates. When a paid holiday falls on a Saturday or Sunday it will be celebrated **on** the following Monday or in the case of Boxing Day on such other day as may be agreed. Employees required to perform any work on any of these holidays shall be paid at regular overtime rates for hours worked, plus shift differential where earned, in addition to receiving holiday pay. When the observance of Christmas and Boxing Day holidays would result in non-continuous shift work operations being closed down for five (5) consecutive days, the holiday will be limited to four (4) consecutive days and Boxing Day will be observed at another agreed date, or holiday pay granted in lieu thereof.

**12.02** In addition to the paid holidays referred to in Clause 12.01, the Company recognizes the following days as **paid** holidays:

December 27, 1996

December 30, 1996

December 29, 1997

December 30, 1997

December 29, 1998

December 30, 1998

**12.03** When a holiday is observed during an employee's annual vacation, his annual vacation will be extended by one day in lieu. The employee will receive pay for this day as if it were a holiday. If at the request of the Company the employee should work the lieu day, the payment will be the same as if the employee had been requested to work on a holiday subject to Clause 12.01.

**12.04** All continuous shift workers shall be eligible for holiday pay irrespective of whether they are required to work on the holiday or not subject to the provisions of Clause 12.05.

**12.05** To qualify for holiday pay an employee must work his full shift on the day before and the day after the holiday and on the holiday itself if he is scheduled to work, except when:

(a) Special permission is granted by a Company Official.

(b) An employee is sent home because of illness.

(c) There is a death or major accident in the employee's immediate family as defined in Clause 17.07.

**12.06** Non-scheduled work on holidays shall be at the option of the employee.

Work on paid holidays shall be voluntary with the exception of continuous shift workers.

#### **ARTICLE 13 - LEAVE OF ABSENCE**

**13.01** Leave of absence without pay shall be granted to delegated Union members to attend Union conferences and conventions, subject to the following conditions:

(a) Such leave shall not be granted to more than seven (7) employees at one time, and no more than the number

as shown shall be selected from each of the following departments:

- (i) Glassmaking - two (2)
- (ii) Glass Processing - three (3)
- (iii) Engineering - two (2)

(b) If leave of absence is requested for more than seven (7) employees in total or more than the maximum number for each department as designated in 13.01 (a), any in excess of either or both of these limits will be released only if in the opinion of the Company they can be spared.

(c) Request for leave of absence shall be made in writing and must reach the Plant Manager's office not later than three (3) working days prior to the date on which the leave is required.

**13.02** Leave of absence without pay for reason other than Union business to a maximum of one (1) year will be granted to employees for good and sufficient reason as determined by the Company. Written application shall be presented to the Human Resources Manager twenty-one (21) working days prior to the date of the requested leave and he shall reply to the employee within seven (7) working days for the receipt of the application. These time limits will be waived for compassionate emergencies.

**13.03** Upon expiration of the employee's leave of absence, he shall be given re-employment on the basis of his accumulated seniority.

**13.04** When an employee with at least twelve (12) months seniority in the bargaining unit is elected to work full time for the Union, he will be granted leave of absence without pay in the following conditions:

- (i) If he has been elected, he will be granted leave for a period of up to two (2) years and this leave will be extended by the Company upon application in writing by the employee not later than two (2) months prior to expiry of the leave term. During the leave of absence he shall retain and accumulate seniority.



#### ARTICLE 14 - REPORTING ALLOWANCE

**14.01** An employee who reports for work without having received instruction the preceding day not to do so, and who, by reason of some breakdown of the plant, or any other reason not his fault, is not required to work on that shift, shall be paid for not less than four (4) hours at his base rate.

#### ARTICLE 15 - OVERTIME

**15.01** Overtime shall be voluntary. The Company will expect employees to work overtime when requested to do so. The Union recognizes the special demands which arise in the glass forming process if personnel and equipment is to be safeguarded and the consequent need for the willing co-operation of the employees to work overtime when it is necessary to do so in order to efficiently man all sets of the shift rota. All shift workers due to be relieved shall protect their jobs by remaining on the job, following the end of the shift, for two (2) hours or until they are relieved or instructed by the foreman to finish work, whichever occurs first.

**15.02** Overtime will be equally distributed between all employees within job classifications and the overtime worked by each employee will be posted within the department on a monthly basis.

On 12 hr shift; If possible it will be taken from the two crews who are on their days off. If not the employee with the least amount of overtime hours will be asked to work.

**15.03 (a)** Overtime shall be paid at one and one-half (1 1/2) times base wage rates for all hours worked beyond normal daily hours, plus shift differential where earned. An employee will not be denied overtime payment under this paragraph for failure to work all or part of his normal daily hours.

**(b)** Employees working overtime on Statutory Holidays shall be paid double time (2) base rate for hours worked plus shift differential where earned in addition to receiving holiday pay.

(c) All employees will be paid double time (2) base wage rate plus shift differential where earned after eight (8) consecutive hours worked during the period midnight Friday to **midnight** Sunday and Statutory Holidays.

(d) Overtime hours worked by continuous shift workers during the period 8:00 a.m. Saturday to 8:00 a.m. Monday, shall be paid at double time (2) the base wage rate for all overtime hours worked plus shift differential where earned.

(e) Employees who work overtime shall, if necessary, be supplied with transportation home between the hours of 2:00 a.m. and 6:00 a.m.

**15.04** Employees required to work an overtime period of two (2) hours or more after completing a normal shift, or employees who have worked a full overtime shift immediately prior to their regularly scheduled shift, shall be paid a meal allowance of four dollars (\$4.00).

**15.05** Employees who are called in outside their normally scheduled hours will be paid for two (2) hours at time and one-half (1 1/2) times base wage rate for any period up to and including two (2) hours and will be paid a minimum of four (4) hours at time and one half (1 1/2) base wage rate for any period worked over two (2) hours. Employees called in will be paid one-half (1/2) hour travelling time at his base wage rate. These conditions do not apply when the hours so worked run consecutively with normally scheduled hours, except for the hours from 4:00 a.m. through 8:00 a.m.

**15.06** Shift workers shall be paid time and one-half (1 1/2) wage rate for hours worked during the forty-eight (48) hour period from Saturday morning at 8:00 a.m. until Monday morning at 8:00 a.m., plus shift premium where applicable.

For those on continuous shift the shift premium shall be paid from Saturday morning at 8:00 a.m. until Monday morning at 8:00 a.m.

**ARTICLE: 16 - HOURS OF WORK**

The following clauses are intended to define normal hours of work and shall not be construed as a guarantee of hours of work per day or week or days of work per week.

**16.01** For operations requiring day work only, the shift will be 8:00 a.m. to 4:30 p.m. with one-half (1/2) hour for lunch. The normal work week will be Monday to Friday.

**16.02** The normal hours of work for 12 hour continuous shift workers shall be as currently posted (the posted schedule is appended to this Agreement as Appendix "A").

**16.03** For operations which require shift work other than 12 hour continuous shift a schedule will be posted by 3:00 p.m. Thursday for the following week. The normal hours of work for shift workers other than those on continuous shift work shall be as follows:

**Other shift workers -**

Two other categories of shift workers are recognized as follows:

Five (5) days three shift operation:

There shall be three (3) sets:

Shift times shall be:	8:00 a.m.	4:00 p.m.
	4:00 p.m.	12:00 midnight
	12:00 midnight	8:00 a.m.

The normal work week shall begin at midnight Sunday and end midnight Friday.

Five (5) days two shift operation:

There shall be two (2) sets:

Shift times shall be:	8:00 a.m.	4:00 p.m.
	4:00 p.m.	12:00 midnight

The normal work week shall begin at 8:00 a.m. Monday and end midnight Friday.

No employee shall suffer loss of wages when changing shifts.

## **Engineering**

Engineering employees will be scheduled to work continuous, split shift or day work at the option of the Company. Split shift work is defined as five (5) consecutive shifts of eight (8) hours from Monday to Friday, or Tuesday to Saturday, or Sunday to Thursday on a rotational basis, 8:00 a.m. to 4:30 p.m.

**16.04** Any employee desiring a change to or off continuous shift work may make a request in writing to his Foreman. The Company will give full consideration to such a request and if deemed feasible a transfer will be arranged but only within the employee's job classification.

**16.05** Twice per year, on March 1 and October 1, employees within a classification will be transferred to the shift rota of their preference. Transfers will be made according to plant seniority and will be subject to the employee being able to perform the work. This selection only relates to shift rotas in effect at the time.

**This** provision does **not** change the regular job posting procedure.

Employees exercising their option under this provision must realize that their vacation schedule may be affected.

## **ARTICLE 17 - WAGES**

**17.01** The minimum starting rate for each employee shall be eighty (80%) percent of the assigned classification, the rate of which appears in the Job Classification and Wage Scale.

Rates of Pay for each new employee will progress as follows:

After 3 months service in the Bargaining Unit - from 80% to 90%. After a further 3 months service in the Bargaining Unit - from 90% to 100%.

The starting rate for Skilled Trade Classifications shall be the "Job Rate", which appears in the Job Classification and Wage Scale.

**17.02** Students shall receive eighty (80%) percent of the assigned classification, the rate of which appears in the Job Classification and Wage scale for the period May 1 to September 15.

**17.03 (a)** Employees on shift work during the hours of 4:00 p.m. to 8:00 a.m. shall be paid a shift premium at the rate of forty-two (42¢) cents per hour for work performed between 4:00 p.m. to 12:00 inidnight, and forty-nine (49¢) cents per hour for work performed between 12:00 midnight and 8:00 a.m.

**(b)** Employees on Continuous Shift (12hr) during the hours of 8:00 p.m. to 8:00 a.m. shall be paid a shift premium at the rate of sixty-one (\$0.61) cents per hour for work performed between these hours.

**17.04 (a)** Certain essential operations require employees to work for protracted periods in an extremely hot environment. Premium payment will be made to employees, other than employees in the rank Mender and Bricklayer classifications, for such work as set forth in this clause.

Payments listed will be paid where employees are engaged on the execution of the full operation. Where an employee is engaged on less than the full operation, partial payment will be made on a pro rata basis as determined by the Manager. Premiums will be paid for the required change, removal or installation only, even though two or more attempts may be required due to failure of the object being changed, removed or installed. In addition to the premium listed, it is recognized that unforeseen circumstances may involve work similar to that described under this clause. Payments for such jobs will be made within the range \$1 to \$10 as determined by the Manager.

Change immersed Couple and Tube through bottom -SC3	\$6.00
Change Couples Tank Bottom, Melter Crown, or Device B	\$3.00
Change Port Burner Box and Replace Burner - SC3	\$6.00

Change Lehr Roller (first 15)	\$7.50
Working on Air Gates (not inspection)	\$7.50

(b) Employees permanently **established** in the Tank Mender and Bricklayer classifications shall receive a lump sum payment of \$910.50. Subsequent payments shall be made on April 1 **and** October 1 of each calendar year.

**17.05** Pay day will be on Thursday of each week, except where a Statutory holiday falls on Wednesday **or** Thursday. When a Statutory holiday falls on Monday or Tuesday no cheques will be issued before 8:30 a.m. on Thursday.

**Jury Duty**

**17.06** Where an employee is called and serves on jury duty **or** has been served with a subpoena to appear in court as a witness, the Company will pay the difference between the payment from the court and the employee's base rate.

**Bereavement Pay**

**17.07** If a death should occur in an employee's immediate family (parent, spouse, child, brother, sister, mother-in-law, father-in-law, grandchild or grandparent) the employee may request bereavement leave and shall be granted such time off as is reasonable under the circumstances, to enable him to arrange for or attend the funeral. The extent of such leave **shall** be at the discretion of the Company depending upon the time of bereavement in relation to his regular time **off**, distance to be travelled, etc. The general standard of bereavement time **off shall** be three (3) consecutive days/ 24 hours pay, commencing the day of death **or** ending the **day** after the funeral.

**An** employee who can not make arrangements for **or** is unable to attend the funeral may request bereavement leave for one (1) day **on** the day of the funeral to attend private mourning services.

The employee will be paid his base wage rate for his normal daily hours of such absence.

**17.08** Employees permanently established in skilled job classifications as listed shall be paid an annual tool allowance in the amount of seventy-five (75) dollars. Payment will be made October 1, 1996, 1997, 1998.

**Eligible Job Classifications:**

Instrument Maintenance Man, Electrician, Millwright, Pipefitter, Carpenter, Welder, Motor Mechanic, Heating Ventilation Mechanic, Maintenance Mechanic - Electrical, and Maintenance Mechanic - Mechanical.

Each employee who has established job seniority in a skilled job classification as listed will be required as a condition of continued employment to maintain a minimum tool kit which in the opinion of the departmental Engineer is adequate for him to carry out the work assigned to him in his trade.

Employees permanently established in skilled job classifications of Millwright, Pipefitter, Motor Mechanic, Instrument Maintenance Man, Electrician, Welder, Carpenter, Heating and Ventilation Mechanic and employees permanently established in the Maintenance Helper classification, shall be paid an annual coverall allowance in the amount of seventy-five (75) dollars by separate cheque. Payment shall be made June 16, 1996, 1997, 1998.

**Cost of Living Adjustment:**

**17.09** In the second year of this Agreement the Cost of Living Adjustment will be calculated quarterly on the basis of one (1¢) cent per hour for each full decimal three (.3) change in the Consumer Price Index for Canada, (1971 = 100).

The Cost of Living Adjustment base will be the Consumer Price Index for the month of May 1997. The Cost of Living Adjustment shall only be paid when the quarterly average of the Consumer Price Index exceeds the base by four (4%) percent and shall then be calculated on the excess over the four (4%) percent. The Cost of Living Adjustment, if any, will become effective from the first full pay period following the official publication of the August 1997 Consumer Price Index and will be adjusted

quarterly thereafter, following publication of the November 1997, February 1998 and the May 1998 indices upwards or downwards.

The Cost of Living Adjustment generated, if any, will be used to purchase a pay-direct card system for the purchase of prescription drugs with a one dollar (\$1) deductible per prescription filled.

The continuance of the Cost of Living Adjustment shall be contingent upon the availability of the relevant monthly Statistics Canada Consumer Price Index in its present or revised form. No adjustment retroactive or otherwise shall be made due to any revision which may be made in the Index by Statistics Canada during the term of this Agreement.

#### **ARTICLE 18 - TECHNOLOGICAL CHANGE**

**18.01** If the introduction of improved production methods or equipment by the Company results in employees on the seniority list becoming redundant, the Company will advise the Union of the planned change as soon as possible and discuss with the Union the implications of the intended changes as per the letter of intent dated June 02, 1996.

#### **ARTICLE 19 - SEPARATION PAY**

**19.01** An employee established on the seniority list shall be eligible to make application for separation pay immediately upon lay-off except where the employee opted for lay-off, unless the only Job Classifications available to the employee by virtue of his seniority and qualifications are Pick-Off Man or Labourer. An employee who applies for and accepts separation payment shall forfeit all seniority and other rights under this Agreement. Employees who forego separation pay shall be given twelve (12) months in which to make their choice.

The amount of separation pay to *an* eligible employee shall be equal to one (1) week's base earnings (computed on the basis of the hourly base wage rate for the job as shown in the wage schedule in effect as of the start of



his lay-off) multiplied by the number of his complete years of seniority as of the last day he actively worked in the bargaining unit.

#### **ARTICLE: 20 - NO STRIKES OR LOCKOUTS**

**20.01** In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Local and the Union agree that during the life of this Agreement there will be no strike, slowdown or stoppage of work, either complete or partial, and the Company agrees that there will be no lock-out.

**20.02** The Company shall have the right to discharge or otherwise discipline employees who take part in or instigate any strike, slowdown or stoppage, but a claim of unjust discharge or treatment may be the subject of a grievance and dealt with as provided in Article 4 of this Agreement.

**20.03** Should the Union claim that a cessation of work constitutes a lock-out it may take the matter up with the Company in accordance with Article 4.08 of this Agreement.

#### **ARTICLE 21 - DURATION**

**21.01** This Agreement shall remain in force from the date hereof, up to and including June 1st, 1999 and shall continue in force from year to year thereafter unless in any year not more than ninety (90) days and not less than thirty (30) days from the date of termination either party shall furnish the other with Notice of Termination or proposed revision or addition to any provisions thereof.

**21.02** On such notification negotiations on any such proposal, revision or addition shall take place between the parties within thirty (30) days of such notice.

**21.03** If pursuant to such negotiations, an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall expire upon execution of a new Agreement or

completion of conciliation proceedings as prescribed at law, whichever shall first occur.

APPENDIX A

Day	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
08:00 - 20:00	B	D	D	C	C	A	A	A	B	B	D	D	C	C	C	A	A	B	B	D	D	D	C	C	A	A	B	B
20:00 - 08:00	C	A	A	B	B	D	D	D	C	C	A	A	B	B	B	D	D	C	C	A	A	A	B	B	D	D	C	C

## APPENDIX B

### WELFARE BENEFITS

#### NOTE: ELIGIBILITY

To be eligible to receive the following list of Welfare Benefits, an employee must obtain three (3) months of service with the Company or Forty (40) days worked in the case of a twelve (12) hour shift schedule.

#### I. ONTARIO HEALTH INSURANCE PLAN

During the lifetime of this Agreement, the Company will pay the full premium cost of the Ontario Health Insurance Plan for all employees in the bargaining unit and their eligible dependents. Employees on leave of absence without pay will not be entitled to the payment of premiums falling due after the start of the leave. Employees receiving sick pay will have their premiums paid.

#### II. SICK PAY PLAN

Employees will receive sick pay for fifty-two (52) weeks of absence starting with the twenty-fifth (25th) normally scheduled work hour of absence for illness and disabilities. In the case of non-occupational accidents or when employees are admitted to hospital on the first (1st) day of absence, payment will start with the first (1st) day of absence.

Sick pay for the first twenty-six (26) weeks of absence will be calculated as seventy-five (75%) percent of normal pay at base rate of job as shown in the wage schedule and for the remaining twenty-six (26) weeks as sixty-six and two thirds (66-2/3%) percent of normal pay at base rate of the job as shown in the wage schedule.

The amount of payment during illness will be determined on a normal working week at the employee's base rate of pay.

Each absence will be considered as a separate illness. In all cases of absence from work owing to illness, a doctor's certificate must be produced if the absence has extended for more than three (3) days. Furthermore, any employee who has been absent in excess of three (3) weeks must, before he resumes work, report to the Medical Unit bringing with him his own doctor's note stating that he is in a fit condition to resume his duties.

The amount of payment made during illness will be determined on a normal working week at the employee's base rate of pay.

It is the responsibility of the employee who is sick to notify the Company by telephone of his sickness, prior to shift commencement, whenever possible, on the first (1st.) day of absence from work.

### **III. GROUP LIFE INSURANCE**

The Company will provide each eligible employee with \$36,000.00 Group Life Insurance effective June 2, 1996 at no premium cost to the employee.

An employee who joins the Group Life Insurance Plan before reaching age fifty-five (55) and who is a member of that plan on retirement other than disability retirement, or attainment of age sixty-five (65), whichever shall first occur, shall receive from the Company, at no premium cost to the employee, a paid up life insurance policy of \$1,000.00 principal amount.

Employees who retire from the Company subsequent to April 02, 1980 will be permitted to carry a maximum of eight thousand five hundred (\$8,500) dollars life insurance at group premium rates in effect each year, with the full cost of premiums to be paid by the retirees.

### **IV. PENSION**

The Company will provide non-contributory Pension Plan for all employees with seniority. The details of the Plan will be provided in a separate document.

#### **V. MAJOR MEDICAL AND PRESCRIPTION DRUG PLAN**

The Company will **make** available to each eligible employee a Major Medical and Prescription Drug Plan, the details of which will be provided in a separate document, covering employees and eligible dependents. The Plan will pay allowable expenses to a maximum of \$10,000.00

#### **VI. ACCIDENTAL DEATH AND DISMEMBERMENT**

The Company will provide each eligible employee with \$5,000.00

Accidental Death and Dismemberment insurance coverage at no premium cost to the employee.

#### **VII. DENTAL PLAN**

The Company will provide for each eligible employee a Dental Plan the details of which will be stated in a separate document.

For each year there will be a plan deductible of ten (\$10) dollars per single employee and twenty (\$20) dollars per married employee with a plan maximum of eleven hundred (\$1,100) dollars per calendar year thereafter.

The plan will provide Basic Coverage *ifs* well as Denture Services, Periodontal Service, Endodontics Services and Surgical Services.

Eligible charges will be reimbursed in accordance with the Ontario Dental Association Schedule of Fees:

Effective June 2, 1996 - 1996 O.D.A.

Effective June 2, 1997 - 1997 O.D.A.

Effective **June** 2, 1998 - 1998 O.D.A.

The Plan will provide Removable Prosthodontics Services on a 50%-50% Company employee co-insurance basis.

The Plan will provide for dependant Orthodontic Services on a 50%-50% Company employee co-insurance

basis with eighteen hundred (\$1800) dollars lifetime maximum per eligible person.

The Plan will provide for Fixed Prosthodontics Services with a 50%-50% Company employee co-insurance.

#### **VIII. SURVIVOR BENEFIT**

A benefit payment of \$200.00 per month for 24 months commencing with the first of the month following the death of an active employee will be provided to the spouse of such employee provided the age of the spouse is 45 years or older or provided the years of service of the employee and the age of the spouse equal 55 or more.

Such benefit will cease in the event of death, remarriage of the surviving spouse or age 65 whichever is earlier.

#### **IX. BENEFITS ON LAY-OFF**

The Company will pay the premium cost to maintain Ontario Health Insurance Plan, Major Medica and Prescription Drug Plan and Group Life Insurance Plan according to the following schedule for employees laid off by the Company.

Employees with less than one (1) year of service - one (1) month following the month of lay-off.

Employees with more than one (1) year but less than two (2) years of service - two (2) months following the month of lay-off.

Employees with more than two (2) years of service - three (3) months following the month of lay-off.

Employees with more than five (5) years of service - four (4) months following the month of lay-off.

Employees with more than fifteen (15) years of service - six (6) months following the month of lay-off.

#### **X. LONG TERM DISABILITY**

The Company will provide at no premium cost a Long Term Disability Plan to eligible employees. Full details

---

concerning the Plan will be provided in a separate document.



**WAGE SCHEDULE :****JOB CLASSIFICATION AND WAGE SCALE**

	<b>Date of Signing</b>	<b>Effective June 2/07</b>	<b>Effective June 2/98</b>
<b>Glass Processing</b>			
01 Setter Operator	\$17.74	\$18.04	\$18.44
02 Trucker Packer	\$17.18	\$17.48	\$17.88
03 Pack Truck Driver	\$17.18	\$17.48	\$17.88
04 Lift Truck Operator	\$17.11	\$17.41	\$17.81
05 Loader	\$17.11	\$17.41	\$17.81
06 Shipping Checker	\$17.11	\$17.41	\$17.81
07 Pick-Off Man	\$17.07	\$17.37	\$17.77
08 Labourer	\$16.83	\$17.13	\$17.53
<b>Glass Making</b>			
09 Chief Float Operator	\$17.46	\$17.76	\$18.16
10 Float Operator	\$17.25	\$17.55	\$17.95
11 Labourer	\$16.83	\$17.13	\$17.53
<b>Engineering</b>			
12 Maintenance Mechanic Electrical	\$19.97	\$20.27	\$20.67
13 Maintenance Mechanic Mechanical	\$19.97	\$20.27	\$20.67
14 Instrument Maintenance Man	\$19.78	\$20.08	\$20.48
15 Electrician	\$19.72	\$20.02	\$20.42
16 Millwright	\$19.72	\$20.02	\$20.42
17 Motor Mechanic	\$19.72	\$20.02	\$20.42
18 Pipefitter	\$19.72	\$20.02	\$20.42
19 Welder	\$19.72	\$20.02	\$20.42
20 Carpenter	\$19.72	\$20.02	\$20.42
21 Heating & Ventilation Mechanic	\$19.72	\$20.02	\$20.42
22 Bricklayer	\$19.72	\$20.02	\$20.42
23 Tank Mender	\$17.39	\$17.69	\$18.09
24 Maintenance Helper	\$17.11	\$17.41	\$17.81

	<b>Date of Signing</b>	<b>Effective June 2/97</b>	<b>Effective June 2/98</b>
<b>Technical</b>			
25 Mixer	\$17.25	\$17.55	\$17.95
26 Vehicle Driver	\$17.18	\$17.48	\$17.88
27 Discharger	\$17.11	\$17.41	\$17.81
28 S.Q.C. Serviceman	\$16.97	\$17.27	\$17.67
29 Labourer	\$16.83	\$17.13	\$17.53
<b>Works General</b>			
30 Receiver's Helper	\$16.97	\$17.27	\$17.67
31 Labourer	\$16.83	\$17.13	\$17.53
32 Janitor	\$16.76	\$17.06	\$17.46

June 2, 1996

Mr. Glen Campbell  
President, Local 295G  
ALUMINUM, BRICK AND GLASS WORKERS  
INTERNATIONAL UNION

Dear Mr. Campbell:

It is recognized by both the Union and the Company that any understanding or settlement arrived at by the Grievance Committee and the Management shall at the request of either party, be recorded and signed by both parties.

It is also recognized by both the Union and the Company that documents signed in this manner will be accepted as binding on both parties unless both parties agree to amend such settlements.

Yours very truly,

AFG INDUSTRIES LTD.  
(Scarborough Plant)

W. McAtee, Plant Manager

FOR THE UNION:

G. Campbell

cc. R. Bezo

June 2, 1996

Mr.G. Campbell  
President, Local 295G  
ALUMINUM, BRICK AND GLASS WORKERS  
INTERNATIONAL UNION

Dear Mr. Campbell:

It is recognized by both the Union and the Company that employees within the bargaining unit shall from time to time perform work normally carried out by employees who are not included in the bargaining unit.

However, it is not the intention of the Company that a bargaining unit employee shall perform such work on a permanent *basis*. The Company recognizes that this situation is meant to cover emergencies, sickness, vacation and leave of absence.

The Company also recognizes that when an employee returns to his normal work with the bargaining unit he shall receive no special privileges over other members of the bargaining unit.

Yours very truly,

AFG INDUSTRIES LTD.  
(Scarborough Plant)

W. McAtce, Plant Manager

FOR THE UNION:

G. Campbell

cc: R. Bezo

June 2, 1996

Mr. G. Campbell  
President, Local 295G  
ALUMINUM, BRICK AND GLASS WORKERS  
INTERNATIONAL UNION

Dear Mr. Campbell:

It is recognized by both the Union and the Company that an employee with at least twelve months seniority within the bargaining unit may be elected to work full time for the Union.

In such cases he will be given a leave of absence in accordance with the current Collective Agreement.

It is also recognized by both the Union **and** the Company that an employee while on leave of absence will continue to be covered by Group Life Insurance, Ontario Health Insurance Plan, Major Medical and Prescription Drug Plan, Accidental Death & Dismemberment insurance and Dental Plan, and the employee will be responsible for the full premium cost.

Yours very truly,

AFG INDUSTRIES LTD.  
(Scarborough Plant)  
W. McAtee, Plant Manager

FOR THE UNION:  
G. Campbell

cc: R. Bezo

June 2, 1996

Mr. G. Campbell  
President, Local 295G  
ALUMINUM, BRICK AND GLASS WORKERS  
INTERNATIONAL UNION

Dear Mr. Campbell:

It is not the intention of the Company to contract out work in an established job classification:

A. That will cause the extension of a lay-off of an employee in that particular job classification.

For example - suppose the level of business was such that one or more Boxmakers were redundant and working on other jobs or were laid off.

If the general level of business increased, these men would be recalled to meet any increased demand for boxes. If there was no increase in the general level of business, but there was a sudden increase in box requirements for a short period - say a AFG order, then the Company might buy out boxes to meet schedule requirements rather than implement a recall.

- or -

B. That will force an employee in that particular job classification to be laid off.

Yours very truly,

AFG INDUSTRIES LTD.  
(Scarborough Plant)

W. McAtce, Plant Manager

FOR THE UNION:

G. Campbell

cc: R. Bezo

June 2, 1996

Mr. G. Campbell  
President, Local 295G  
ALUMINUM, BRICK AND GLASS WORKERS  
INTERNATIONAL UNION

Dear Mr. Campbell:

In Appendix B of the Collective Agreement it states that employees on leave of absence without pay will not be entitled to the payment of O.H.I.P. premiums frilling due after the start of the leave. In this connection the Company would regard such leaves to be at least one (1) month.

Yours very truly,

AFG INDUSTRIES LTD.  
(Scarborough Plant)

W. McAtee, Plant Manager

FOR THE UNION:

G. Campbell

cc: R. Bezo

June 2, 1996

Mr. G. Campbell  
President, Local 295G  
ALUMINUM, BRICK **AND** GLASS WORKERS  
INTERNATIONAL UNION

Dear Mr. Campbell:

1. Split week work, in the Engineering Department, will be scheduled according to the following rota, so long as there is adequate response to Company requests for over-time work by the effected employees:

A - Monday to Friday inclusive

A - Monday to Friday inclusive

B - Sunday to Thursday inclusive

C - Tuesday to Saturday on a rotating basis.

2. Split shift workers working on a paid holiday will be paid double time for all hours worked on such a holiday as though it were overtime.

The Company will designate from amongst those whose rota day it is, the employees required for such work if the basic coverage of one skilled trades person from each trade is not volunteered.

The employee with the lowest cumulative overtime will be required to provide the basic coverage in each trade.

Yours very truly,

AFG INDUSTRIES LTD.  
(Scarborough Plant)

W. McAtee, Plant Manager

FOR THE UNION:

G. Campbell

cc: R. Bezo



June 2, 1996

Mr. G. Campbell  
President, Local 295G  
ALUMINUM, BRICK AND GLASS WORKERS  
INTERNATIONAL UNION

Dear Mr. Campbell:

It is recognized by both the Company and the Union that the term "...at its Scarborough, Ontario, plant..." in clause 1.01 of the collective Agreement, between the parties, includes the operation managed by AFG Industries Ltd., Scarborough Plant:-

- at 663 Warden Avenue, Scarborough.

Yours very truly,

AFG INDUSTRIES LTD.  
(Scarborough Plant)

W. McAtee, Plant Manager

FOR THE UNION:

G. Campbell

cc: R. Bezo

June 2, 1996

Mr. G. Campbell  
President, Local 295G  
ALUMINUM, BRICK AND GLASS WORKERS  
INTERNATIONAL UNION

Dear Mr. Campbell:

It is obvious that several clauses in the Collective Agreement will apply if the interpretation of technological change by the Company results in employees on the seniority list becoming redundant. It is the purpose of this letter to outline the steps that will be taken and the intentions of the Company concerning consultation with the Union and treatment of employees under such circumstances:

1. Should such **changes** result in a reduction in the number of employees required in a job, section, department **or** the plant as a whole, then the provisions contained in the Collective Agreement governing such reductions would first be applied.

This, **of** course, refers specifically to Article 7 - Seniority and would mean that junior employees would be the first affected.

If, for example, the final result required a plant lay-off, then the required number of junior employees would be laid off, providing they were not classified in a skilled trade. An employee retained under such circumstances will only be employed in a skilled trade.

2. The Company would also consult to the fullest extent with the Union on the best way to handle the employees not laid off but who would be affected by the changes.

It is a matter of Company policy that, wherever possible, we fill any vacancies from within our own work force providing the employees concerned meet the **normal** requirements of the job, **anti**, where applicable, successfully undergo the required selection procedures.

It is not **and** never has been the Company's intention to

lay-off present employees and replace them with new hires when we can successfully provide on-the-job training.

Every opportunity will be provided, even to the extent of delaying lay-offs, for employees to qualify and be given on-the-job training for available jobs, be they new jobs created by the changes or existing jobs.

It should be clearly understood we are not prepared to institute any formal apprenticeship scheme to cover the skilled trades. However, this does not preclude the possibility of the Company providing training to a suitable employee who might then be capable of performing a skilled trade.

Yours very truly,

AFG INDUSTRIES LTD.  
(Scarborough Plant)

W. McAtee, Plant Manager

FOR THE UNION:

G. Campbell

cc: R. Bezo

June 2, 1996

International Representative  
ALUMINUM, BRICK AND GLASS WORKERS  
INTERNATIONAL UNION  
230 Lakeshore Road East, Suite 220  
MISSISSAUGA, Ontario.  
L5G 1G7

Notwithstanding any clause in the current Collective Agreement, the company agrees to provide a day shift job for the Union President for the duration of his term as President of Local 295G.

Yours very truly,

AFG INDUSTRIES LTD.  
(Scarborough Plant)

W. McAtee, Plant Manager

FOR THE UNION:

G. Campbell

c.c. R. Bezo

June 2, 1996

Mr. G. Campbell  
President, Local 295G  
ALUMINUM, BRICK AND GLASS WORKERS  
INTERNATIONAL UNION

Dear Mr. Campbell:

Safety Footwear will be provided at no cost to the employees to June 1st, 1999, except for the following items.

Description Employee cost

Insulated boot \$20.00

Yard Winter rubber boot \$11.00

Yours very truly,

AFG INDUSTRIES LTD.  
(Scarborough Plant)

W. McAtee, Plant Manager

FOR THE UNION:

G. Campbell

cc: R. Bezo

June 2, 1996

Mr. G. Campbell  
President, Local 295G  
ALUMINUM, BRICK AND GLASS WORKERS  
INTERNATIONAL UNION

Dear Mr. Campbell:

When a leave of absence is sought for Union business and it is necessary to cover for the absence, the approach taken will be first to require overtime coverage; if that fails, then a shift exchange will be requested; and if neither of these steps results in the job being covered the request for leave will be withdrawn.

Yours very truly,

AFG INDUSTRIES LTD.  
(Scarborough Plant)

W. McAtee, Plant Manager

FOR THE UNION:

G. Campbell

cc: R. Bezo

June 2, 1996

Mr. G. Campbell  
President, Local 295G  
ALUMINUM, BRICK AND GLASS WORKERS  
INTERNATIONAL UNION

Dear Mr. Campbell:

When practicable, the Company will use senior qualified pick-off men for vacation relief purposes prior to employing students.

Volunteers from those classifications will be requested through notice placed on Plant Notice Boards.

Yours very truly,

AFG INDUSTRIES LTD.  
(Scarborough Plant)

W. McAtee, Plant Manager

FOR THE UNION:

G. Campbell

cc: R. Bezo

June 2, 1996

Mr. G. Campbell  
President, Local 295G  
ALUMINUM, BRICK AND GLASS WORKERS  
INTERNATIONAL UNION

Dear Mr. Campbell:

The Company recognizes the inconvenience caused Engineering employees through the scheduling of emergency coverage for breakdowns and tint changes **and** will comply with

Clause 16.03 wherever possible.

However, there are occasions where this is not possible. In such cases, the Company will

pay ~~for~~ all hours worked on the first such rescheduled shift at 1 1/2 times the regular rate.

For subsequent rescheduled shifts payments shall be at base wage rates and overtime rates

will apply to hours worked beyond normal daily hours.

Yours sincerely,

AFG INDUSTRIES LTD.  
(Scarborough Plant)

W. McAtee, Plant Manager

FOR THE UNION:

G. Campbell

cc: R. Bezo



June 2, 1996

Mr. G. Campbell  
President, Local 295G  
ALUMINUM, BRICK AND GLASS WORKERS  
INTERNATIONAL UNION

Dear Mr. Campbell:

During the life of this Agreement the Company will provide an appropriate locked storage facility for Union records.

Yours sincerely,

AFG INDUSTRIES LTD.                      FOR THE UNION:  
(Scarborough Plant)

W. McAtee, Plant Manager              G. Campbell

cc: R. Bezo

June 2, 1996

Mr. G. Campbell  
President, Local 295G  
ALUMINUM, BRICK AND GLASS WORKERS  
INTERNATIONAL UNION

Dear Mr. Campbell:

During the lifetime of this Collective Agreement the Company, upon receipt of written notification from the Local Union Executive, will either initiate or will cease, the weekly Assessment Fund deduction of a specified amount from the pay of each member of Local Union 295G.

The weekly assessment deducted will be remitted in accordance with Clause 3.01 (a) (iii).

Yours sincerely,

AFG INDUSTRIES LTD.  
(Scarborough Plant)

W. McAtee, Plant Manager

FOR THE UNION:

G. Campbell

cc: R. Bezo

June 2, 1996

Mr. G. Campbell  
President, Local 295G  
ALUMINUM, BRICK AND GLASS WORKERS  
INTERNATIONAL UNION

Dear Mr. Campbell:

During the life of this Agreement the Company agrees to continue to provide Ontario Health Insurance, Major Medical, Vision Care and Dental Benefits to retirees at existing benefit levels.

Yours sincerely,

AFG INDUSTRIES LTD.  
(Scarborough Plant)

W. McAtee, Plant Manager

FOR THE UNION:

G. Campbell

cc: R. Bezo

June 2, 1996

Mr. G. Campbell  
President, Local 295G  
ALUMINUM, BRICK AND GLASS WORKERS  
INTERNATIONAL UNION

Dear Mr. Campbell:

The Company, through its payroll records, will identify as at December 1st each calendar year those employees having vacation cheques outstanding and provide Local 295G with a listing.

Yours sincerely,

AFG INDUSTRIES LTD.  
(Scarborough Plant)

W. McAtee, Plant Manager

FOR THE UNION:

G. Campbell

cc: R. Bezo

June 2, 1996

Mr. G. Campbell  
President, Local 295G  
ALUMINUM, BRICK AND GLASS WORKERS  
INTERNATIONAL UNION

Dear Mr. Campbell:

It is agreed by the Parties that effective June 1, 1994, two(2) new multi-skilled classifications will be introduced to the Engineering Department; namely: -

Maintenance Mechanic - Electrical

and

Maintenance Mechanic - Mechanical

The rates of pay are referenced in the "Wage Schedule - Job Classification and Wage Scale".

New hires will be recruited as multi-skilled.

Current Maintenance employees who work in separate, single-skilled classifications will be given the opportunity to grow into one of the two classifications referenced above, where the higher rate of pay will apply, or be "grandfathered" in their current single-skilled classification at the lower rate of pay.

Multi-skilled employees will have a "one-time" choice of the single-skilled discipline that will count for seniority, overtime and vacation purposes.

The Company feels that through natural means, i.e., attrition and migration, the single-skilled classifications will eventually become vacant and subsequently be removed from the Collective Agreement in future bargaining.

Your very truly,

AFG INDUSTRIES LTD.  
(Scarborough Plant)

W. McAtce, Plant Manager

FOR THE UNION:

G. Campbell

cc: R. Bezo

SIGNED this **4th** day of **June 1996** in Scarborough,  
Ontario

For: AIG Industries Ltd.  
Scarborough, Plant

John Litzinger	Vice President, Manufacturing
Steve Kramer	Vice President, Human Resources & General Counsel
Wayne McAtee	Plant Manager
Wayne Anthony	Director, Human Resources
Mario Santos	Manager, Human Resources
Robert Neundorf	Administrator, Human Resources

For: ALUMINUM, BRICK AND GLASS WORKERS  
INTERNATIONAL UNION, LOCAL 295G

Rod Bezo	Canadian Director
Glen Campbell	President, Local 295G
John MacKenzie	Vice-President
Matt Kewon	Recording Secretary
Eric Jewer	Trustee
Peter Scott	Secretary-Treasurer
John Abreu	Wage Committeeman

**ALUMINUM, BRICK AND GLASS WORKERS  
International Union, Executive Board**

**President**

Glenn E. Campbell, 11 Alvinston Road  
Scarborough, Ontario MIL 2J8  
(416) 741-9466

**Financial**

Gerry Murray, 57 Farm Greenway  
Don Mills, Ontario M3A 3M1  
(416) 447-2601

**Vice President**

Ed Ripley, 158 Kingston Road  
Apartment 401  
Toronto, Ontario M4L 1S7  
(416) 690-7149

**Inner Guard**

Andrew White, 196 Willow Avenue  
Toronto, Ontario M4E 3K5  
(416) 694-1646

**Chairman**

Matt Keown, RR # 1  
Port Hope, Ontario L1A 3V5  
(905) 753-2427

**Trustee**

Bill McDougall, 180 Niagara Street  
Apartment 103  
Toronto, Ontario M5V 3E1  
(416) 504-5063

**Vice Chairman**

David Bavington, 544 Birchmount Road  
Apartment 511  
Scarborough, Ontario, MIN 1P3  
(416) 265-5946

**Trustee**

Ken Massey, 510 Green Street  
Whitby, Ontario L1N 4E5  
(905) 665-9139

**Recording Secretary**

Brian Cole, 170 Leyton Avenue  
Scarborough, Ontario MIL 3V6  
(416) 699-0826

**Trustee**

John Crews, 157 Lynnbrook Drive  
Scarborough, Ontario MIL 3J8  
(416) 289-4478

Attend your regular monthly Union meetings at  
Branch 73 Legion, 2 Robinson Avenue  
Scarborough, Ontario

**Every 3rd Tuesday at 5 p.m. and every  
3rd Thursday at 1:15 p.m.**



## NOTES