



AFG Glass Inc.

FABRICATED PRODUCT DIVISION
CONCORD, ONTARIO

TEAMSTERS CHEMICAL ENERGY
AND ALLIED WORKERS
LOCAL UNION 1985

Collective Agreement
from
December 1, 1988 to November 30, 1991

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THIS AGREEMENT

is made and entered into this 14th day of December, 1988

BETWEEN:

AFG GLASS INC.
FABRICATED PRODUCTS DIVISION
VAUGHAN TOWNSHIP, ONTARIO

hereinafter called the Company,
OF THE FIRST PART

AND

TEAMSTERS, CHEMICAL ENERGY, & ALLIED WORKERS
LOCAL UNION 1985.

hereinafter called the Union,
OF THE SECOND PART

ARTICLE I — PURPOSE

1.01 It is the desire of the parties hereto to co-operate and work harmoniously together in promoting their mutual interest in the operation of the Company's distribution and secondary manufacturing facilities in Vaughan Township. It is their desire to provide orderly procedure for collective bargaining, for the prompt and equitable disposition of grievances and for the maintenance of mutually satisfactory working conditions.

ARTICLE II-RECOGNITION

2.01 The Company recognizes the Union as the sole collective bargaining agent for all employees of the Company at its Fabricated Products Division, in Vaughan Township, save and except foremen, persons above the rank of foremen, office and sales staff, technical salaried staff, cafeteria attendants, persons regularly employed for not more than twenty-four hours per week, security guards and employees covered by collective agreements with other unions.

2.02 Foremen and persons above the rank of foremen shall not perform the work of the bargaining unit except in cases of emergency, for training or instruction purposes or to temporarily relieve an employee. A claim that a Foreman has performed work of the bargaining unit contrary to the terms of this clause may be dealt with as a Union policy grievance starting at Step No. 3 of the Grievance Procedure. Notwithstanding the foregoing, the Company may continue to employ decorative specialists to work in the Decorative Department who may not be members of the bargaining unit. In addition, the Company may from time to time assign foremen from the Maintenance Department to perform work where tradesmen are not otherwise qualified or available on plant, to perform the work.

2.03 The Company agrees that no employee shall in any manner be discriminated against, coerced, restrained, or influenced because of membership or non-membership in the Union.

2.04 The Union agrees it will not discriminate against, coerce, restrain or influence any employee because of his membership or non-membership in the Union.

2.05 The Union undertakes to provide the Company with the names of its duly elected officers and representatives appointed or selected to perform any act in connection with this Agreement; and the Company undertakes to provide the Union with the names of all its foremen, supervisors, superintendents, and other officers of the Company who may be called upon to perform any act in connection with this Agreement, and to set out along with such names, their titles in such manner as to indicate the nature and extent of their authority.

ARTICLE III — MANAGEMENT RIGHTS

3.01 The Union acknowledges that it is the exclusive function of the Company to hire, promote, demote, transfer, and suspend employees and also the right of the Company to discipline or discharge any employee for cause, provided a claim by the employee who has acquired seniority, that he has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as provided for in Article V.

3.02 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 plant, the products to be distributed or manufactured, the schedules of handling or production, the methods, processes and means of same are solely and exclusively the responsibility of the Company. The Company also has the right to make and alter from time to time, rules and regulations to be observed by the employees, but before altering any rules, will give the Union Grievance Committee an opportunity of making representations with regard to any proposed alterations.

3.03 The Company has the right to determine to which jobs, if any, incentive rates of pay may be applied. When the Company considers it necessary to introduce, alter, or eliminate incentive rates on any jobs, it will notify the union in advance of the change and will discuss the nature of the changes with the Grievance Committee before making the change, if requested by the Union to do so. The Union must make its request for a meeting within five (5) working days of receiving notice and the Grievance Committee may be assisted at such a meeting by a qualified expert on work study. The Company will not make the change until discus-

sions with the Union are concluded or thirty (30) days has elapsed since the Company gave notice of its intention to change, whichever first occurs.

3.04 The Company shall also have the right to introduce new classifications, or change existing ones in the Job Classification and Wage Schedule of this Agreement. The Company will set the classification and the rate for any new or changed job and will notify, in writing, the general shop steward of the classification and rate. If the steward disputes the classification or rate, he shall state in writing to the Company the basis of the disagreement. If notice is not received by the Company within thirty (30) days from the date of the Company's notification to the Union, the classification and rate set by the Company shall become a part of the Job Classification and Wage Schedule of this Agreement. A dispute on a new classification or rate will be discussed between the Union Grievance Committee and the Works Manager at Step No. 3 of the Grievance Procedure. If no agreement is reached, the matter may be referred by either party to a Board of Arbitration under Article V. The Board shall not alter a disputed rate or classification, if the Company has applied the same basic principles which were used in setting other undisputed job classifications and job rates in this Agreement.

ARTICLE IV — UNION SECURITY

4.01 As a condition of employment, all employees of the bargaining unit must become members of the Union and pay union dues and initiation fees and authorize that such dues and initiation fees be deducted from their earnings. The amount of dues and initiation fees so deducted will be the amount approved by the by-laws and constitution of the Union and set down in writing by the Secretary-Treasurer of Local Union 1985.

4.02 The company shall not be required to discharge or suspend any employee at the request of the Union for any reason other than non-payment of Union dues and initiation fees.

4.03 During the lifetime of this Agreement, the regular monthly Union fees, uniformly assessed in accordance with the Constitution and By-laws of the Union, shall be deducted from the earnings of each employee subject to the following conditions:

- (i) deductions will be made from the second pay cheque of each month;
- (ii) the monies deducted shall be remitted to the Financial Secretary not later than the 15th day of the same month.
- (iii) monthly dues deducted, as cited above, will be printed on the employee's T-4 slip by the Company.

ARTICLE V — GRIEVANCE PROCESSING

5.01 GRIEVANCE COMMITTEE

5.01.1 The Company will recognize the appointment by the Union of stewards for each of the following department groupings:

Maintenance	1
Cutting, Silvering	1
Material Handling, Warehouse & Boxmaking	1
Tempering, Sliders	1
Double Glazed Units	1
Coating Line & Backing	1

The Union may designate one of these stewards or an additional steward for the afternoon and/or night shifts. The Company will also recognize the appointment by the Union of one of these stewards as a general shop steward. The general shop steward may act for another steward in his absence.

5.01.2 Stewards shall be regular employees of the Company, at least eighteen years of age and with at least twelve months' service with the Company.

5.01.3 The stewards shall constitute a Grievance Committee; and the general shop steward shall be Chairman of such Committee.

5.01.4 The Company undertakes to instruct all members of its supervisory staff to co-operate with the steward or stewards in the carrying out of the terms and requirements of this Agreement.

5.01.5 The Union undertakes to instruct its officers, stewards and members to co-operate with the Company and with all persons representing the Company in any supervisory capacity.

5.01.6 A steward who attends a meeting requested by the Plant Manager, or a member of management designated by him, shall be paid at his straight time job rate for his time spent in the meeting, including time spent outside of his regular shift hours. Under no circumstances shall such payment result in paying twice for the same period of time.

5.01.7 The Union negotiating committee shall be comprised of not more than five (5) members, excluding the International Representative.

5.02 GRIEVANCE PROCEDURE

5.02.1 Complaints or grievances arising out of the interpretation, application, administration, or alleged violation of this Agreement (including a question of whether or not a particular dispute is a grievance) shall be adjusted through the orderly process of this Grievance Procedure.

5.02.2

Step 1

An employee who has a complaint shall first discuss it with his foreman and at the option of the foreman or the employee the shop steward may be requested to be present. If the employee is not satisfied by his foreman's answer, he may with the assistance of the shop steward and within ten (10) working days after the occurrence of the fact or event giving rise to the complaint, present the complaint to his foreman as a formal grievance. The grievance shall be stated in writing and shall indicate the nature of the grievance, the section or sections of the Agreement which it alleges have been violated and the adjustment sought by the grievor. The foreman shall meet with the aggrieved employee and his steward and shall reply to the grievance in writing within three (3) working days.

Step 2

A grievance shall not be carried further unless, within three (3) working days of receipt of the foreman's answer by the steward acting on behalf of the employee, the steward together with the employee present the written grievance to the Production Manager. The Production Manager will consider the grievance and render his decision in writing within five (5) working days of receipt of the grievance.

Step 3

A grievance shall not be carried further unless, within five (5) working days of receipt of the Production Manager's answer by the steward acting on behalf of the employee, the union grievance committee present the written grievance to the Plant Manager or his designate. He shall meet as promptly as possible with the committee to discuss the grievance and at the request of the general shop steward or the Plant Manager, a representative of the International Union may attend the meeting. The Plant Manager shall give his answer in writing to the general shop steward within seven (7) working days of receipt of the grievance. If the Company's answer is not satisfactory to the grievor, the grievance may be referred to a Board of Arbitration as provided in 5.03.

5.03 ARBITRATION

5.03.1 Any grievance concerning the interpretation, application, administration or violation of this Agreement and which has been properly carried through the steps of the grievance procedure, and which has not been settled, may within thirty (30) calendar days from the day on which the Company's answer in writing was given to the general shop steward, be referred to arbitration.

5.03.2 Within five (5) working days of notification by either party of their intent to arbitrate the matter, notification of the respective appointees to the Board shall be given. The two (2) appointees shall then undertake to select a Chairman for the arbitration board and should they fail to do so within five (5) days of the last notice given, or should either party fail to name an appointee, then the Provincial Minister of Labour will be asked to make the appointments.

5.03.3 The decision of a board of arbitration constituted as in 5.03.2 shall be binding on both parties. However, 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 provision for any existing provision, nor to give any decision inconsistent with the terms and provisions of this Agreement.

5.03.4 Each of the parties to this Agreement will bear the expenses of the arbitrator appointed by it and the parties will jointly bear the expense, if any, of the Chairman.

5.04 TIME LIMITS

5.04.1 For the purpose of this article only, wherever the words "working days" are used they shall mean the days on which the Company schedules production activities but shall not include Saturdays, Sundays and Statutory Holidays.

5.04.2 The time limits as stated in this article may be extended by mutual agreement of the conferring parties.

5.04.3 If advantage of the grievance and arbitration provisions of this Agreement is not taken within the time limits specified therein or extended in writing as provided in 5.04.2, the grievance shall be deemed to have been abandoned and may not be reopened.

ARTICLE VI — MANAGEMENT & UNION GRIEVANCES

6.01 Either party to this Agreement may file a policy grievance to be taken up at Step 3 of the Grievance Procedure. A policy grievance is one which alleges an actual violation of a specified provision of this Agreement or the way in which it has been interpreted, applied or administered (generally directly affecting more than one (1) employee) and which could not be resolved at the lower steps of the Grievance Procedure because of the nature or scope of the subject matter of the grievance.

6.02 The Plant Manager may file a complaint at Step 3 of the Grievance Procedure, or at any meeting held with the Union Grievance Committee, with respect to the conduct of the Union, its officers, or stewards.

6.03 Grievances or complaints dealt with in the manner specified in 6.01 and 6.02, which are not settled within twenty-one (21) working days (or such longer time as may be agreed upon by the conferring parties) from the date of the meeting at which the matter was first discussed between the parties, may be referred by either party to a Board of Arbitration as provided in Article V.

ARTICLE VII — DISCHARGE CASES

7.01 An employee who has attained seniority and has been discharged may have his case taken up as a grievance provided that a written statement of the grievance is filed within three (3) working days of the date the employee is notified of his discharge.

7.02 A grievance arising from the discharge of an employee shall be taken up at Step 3 of the grievance procedure and shall be answered by the Company within seven (7) working days of the date the employee was notified of his discharge.

7.03 A grievance arising out of a discharge may be settled by confirming the management's action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties,

7.04 When an employee has been dismissed without notice, he shall have the right to interview his steward for a reasonable time before leaving the plant premises,

7.05 For the purpose of this article only, wherever the words "working days" are used they shall mean the days in which the Company schedules production activities but shall not include Saturdays, Sundays, and Statutory Holidays.

ARTICLE VIII-SENIORITY

8.01 DEFINITION

8.01.1 Seniority as referred to in this Agreement shall be deemed to be plant wide, and shall be defined as the length of an employee's service with the Company within the bargaining unit. Seniority is calculated as the elapsed time from the day the employee was first hired, unless the individual's seniority has been terminated by any of the conditions set out in 8.04.

8.01.2 Seniority will be counted to and including the last day worked by the employee before he was laid off.

8.01.3 Seniority will be counted to and including the last day worked by the employee before the start of the absence. If, during the absence period appropriate to his seniority, it becomes evident from medical proof that the employee is not going to be able to return by the end of that period to any work of the bargaining unit to which his seniority would otherwise entitle him, his seniority may be terminated from the date when the Company advises him it has accepted the medical proof.

8.01.4 A new employee shall be considered a probationary employee for the purpose of this Agreement until he has completed one hundred and twenty (120) days of work in the bargaining unit, within the twelve (12) month period commencing from his first day of work in the unit. During this time he shall not acquire seniority rights.

8.02 ESTABLISHMENT

8.02.1 When an employee has completed his probationary period as provided for in section 8.01.4, he shall be placed on the plant seniority list and his seniority shall be his date of employment with the Company.

8.02.2 An employee who has lost his seniority but has remained an employee of the Company, and returns to work in the bargaining unit, shall regain his seniority when he has completed one hundred and twenty (120) days of work in the unit within the twelve (12) month period commencing from his first day of work after returning to the unit.

8.02.3 When an employee regains his seniority as provided, he shall be placed on the seniority list with a seniority date calculated by advancing his last seniority date by the number of calendar days that he was employed by the Company outside of the bargaining unit.

8.03 SENIORITY LIST

8.03.1 The plant seniority list will be prepared by the Company and posted within thirty (30) days after this Agreement is signed, and thereafter on the first day of April, October and January.

8.03.2 During a period of thirty (30) days from the date the list is posted, an employee may take up with his foreman any objection to his seniority date. Any employee who fails to file an objection within this period shall be deemed to be satisfied and at the conclusion of the period the list shall be deemed to be final.

8.04 LOSS OF SENIORITY

8.04.1 An employee's employment shall be considered terminated and his seniority cancelled when:

- (i) he quits his job voluntarily;
- (ii) he is discharged and is not reinstated pursuant to the provisions of Article VII;
- (iii) he has been laid off for a continuous period of:
 - (a) 12 months with less than 5 years seniority.
 - (b) 18 months with 5 years but less than 10 years seniority.
 - (c) 24 months with 10 or more years of seniority.
- (iv) he fails to report for work within seven (7) days after notification of recall from layoff has been mailed to him by registered mail at his last known address:

- (v) he is absent from work for three (3) consecutive days without having notified the Company and received permission to be absent in advance, where that is possible;
- (vi) he transfers out of the bargaining unit for more than six (6) consecutive months;
- (vii) he is certified by a physician licensed to practise medicine in the Province of Ontario to be absent for the continuous period of:
 - (a) 12 months and has less than five (5) years seniority.
 - (b) 18 months and has five (5) years or more but less than ten (10) years seniority.
 - (c) 24 months and has ten (10) years or more seniority.

If, during the absence period appropriate to his seniority, it becomes evident from medical proof that the employee is not going to be able to return by the end of that period to any work of the bargaining unit to which his seniority would otherwise entitle him, his seniority may be terminated from the date when the Company advises him it has accepted the medical proof.
- (viii) if an employee obtains leave of absence for reasons other than those given when the request was made;
- (ix) when an employee reaches the normal retirement age defined in the Company's pension plan, unless the employee applies for and is granted a postponement of retirement by the Company.

8.05 LAYOFF & RECALL

8.05.1 If it becomes necessary to reduce the work force, employees will be laid off in the reverse order of their seniority in the following manner, provided that the remaining employees are willing and able to effectively perform the available work.

The Company shall first layoff probationary employees. Any further reduction will be made on the basis of plant wide seniority.

8.05.2 An employee who is transferred to another job (as a result of the application of these seniority regulations) must accept the rate applicable to that job.

8.05.3 When the work force is increased following a layoff, employees will be recalled to work in order of seniority provided that they are willing and able to effectively perform the available work and accept the rates applicable to the job to which they are assigned.

8.06 JOB POSTING

8.06.1 In the event that a vacancy occurs in a bargaining unit job which is of a non-temporary nature, notice giving full particulars of such vacancy will be posted on the bulletin board(s) for a period of three (3) working days for the information of all members of the bargaining unit. The Company will consider applications received as a result of this posting from seniority employees who, if placed in the vacant job, would be promoted to a job carrying a higher base rate of pay and from employees with 10 years seniority and more. The Company will also consider applications from employees who, for medical or personal reasons acceptable to the Company, wish to apply for a transfer or demotion.

8.06.2 Posting is not required for vacancies resulting from vacations, illness, or other absences of employees, and the recall provisions of this article take precedence over this section,

8.06.3 Positions will be filled on the basis of qualifications. If two or more employees are able and willing to effectively perform the vacant job, the employee having the greatest seniority will be selected to fill the job. The successful applicant on a job posting is not eligible to post for further vacancies for six (6) months.

8.06.4 An employee who is to be absent from work due to vacation, occupational or non-occupational absence where such absence is expected to be twenty (20) working days or less will be given the opportunity to notify the Company of his job preference should a job vacancy occur during the absence. Such an employee shall be considered as a candidate for such vacancy.

In the case of occupational absence the Company will contact the employee within the first week of absence, to determine the employee's preference should a job posting occur

8.06.5 The Company will give preference in filling vacant jobs to members of the bargaining unit but shall not be obligated to try out applicants and may fill any position temporarily before or after posting.

8.06.6 Notice of the successful applicants on a job posting will be posted on departmental bulletin boards within one week of posting closure.

8.06.7 Copies of the notice of job vacancies for a posting as well as notices of successful applicants will be given to the Chief Steward.

8.07 TEMPORARY TRANSFERS

8.07.1 Subject to any other provisions of this article, employees may be transferred temporarily to fill any vacancy in a bargaining unit job. To fill temporary vacancies in lower rated jobs, the Company will select the junior able employee within the department involved. Should the duration of such a transfer exceed twenty (20) working days, the job will be posted in accordance with the job posting provisions of this article and the employee on a temporary assignment will return to his regular job when the successful applicant is fully qualified and accepted on the job.

8.07.2 When an employee is transferred temporarily to another job for the convenience of the Company, the employee's foreman will advise the shop steward, if available, of the reason therefore. When an employee is temporarily assigned to work on a job which pays a higher rate of pay than the employee's regular work assignment, he will be paid at the higher rate for the shift, provided he works at the temporary job for two (2) hours or more in that shift, otherwise, he will be paid at his regular rate for all work performed.

8.07.3 When it is necessary to transfer an employee temporarily from his regular work assignment to another which normally carries a lower rate of pay, the rate for the employee's regular work assignment will be paid, except when the employee has requested the transfer, in which case the job rate shall apply.

These conditions shall not apply in cases of:

1. Layoff and recall;
2. Promotion and permanent transfers;
3. Work assignments made solely for training purposes.

ARTICLE IX — NOTICES

9.01 The Union is to have the use of bulletin boards in the Company's plant, to be located and designated for the purpose by the Company. Notices may be posted on such boards provided that such notices shall receive the approval of the Company or its representative before posting. The subject matter of such notices shall be restricted to matters pertaining to recreational activities, social activities or notices of meetings.

9.02 Except as herein provided, there shall be no posting or distribution of notices, cards, pamphlets or literature of any kind on the Company's property without written permission from the Management.

ARTICLE X -SAFETY AND HEALTH

10.01 The Company will make reasonable provisions for health and safety of its employees during the hours of employment. The Union agrees to assist the Company in maintaining the proper observation of all safety and health rules.

10.02 If an employee considers his job, or the equipment which he uses to perform it, to be unsafe he shall report the unsafe condition to his foreman. If the foreman determines that an unsafe condition exists he will advise the employee of the corrective action to be taken. If the employee is not instructed to leave the job and believes the condition is an immediate and serious threat to his personal safety, the foreman will, at the employees request, call the general shop steward to examine the condition with him. If the foreman and the steward cannot agree on the action to be followed,

the steward may request an immediate meeting with the Production Manager, and if deemed necessary by the steward, the Plant Manager. If the matter is not resolved at this stage it may become the subject of a policy grievance under Article VI.

10.03 An employee for whom a claim is being processed for time loss compensation with the Worker's Compensation Board may apply to the Company for an advance not to exceed seventy-five (\$75.00) dollars per week for three (3) weeks or until compensation payments start, whichever occurs first.

The full amount paid to the employee as an advance will be repaid by the employee when his 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 XI — VACATIONS WITH PAY

11.01 VACATION CREDITS AND PAY CALCULATIONS

11.01.1 Every employee who has been employed by the Company for less than twelve (12) months prior to the 30th day of June, in any year shall be entitled to one-half (1/2) working day of vacation with pay in accordance with the Hours of Work and Vacation with Pay Act, 1966 as amended, for each complete calendar month of employment up to June 30th. No employee shall be entitled under this section 11.01.1 to more than one (1) week of vacation.

11.01.2 Every employee who has been steadily employed by the Company for a period of one (1) year by the 31st day of August in any year shall be entitled to two (2) weeks' vacation with pay at the time or times convenient to the Company and shall receive as vacation pay an amount equivalent to four (4) percent of the earnings of such employee, computed on the twelve months ending June 30th, of the then current year.

11.01.3 Every employee who has been steadily employed by the Company for a period of five (5) years by the 31st day of August in the vacation year, shall be entitled to three (3) weeks' vacation with pay at the time or times convenient to the Company and shall receive as vacation pay an amount equivalent to six (6) percent of the earnings of such employee, computed on the twelve (12) months ending June 30th of the then current year.

11.01.4 Every employee who has been steadily employed by the Company for a period of twelve (12) years by the 31st day of August in the vacation year, shall be entitled to four (4) weeks' of vacation pay at the time or times convenient to the Company and shall receive as vacation pay an amount equivalent to eight (8) percent of the earnings of such employee, computed on the twelve (12) months ending June 30th of the then current year.

11.01.5 Every employee who has been steadily employed by the Company for a period of seventeen (17) years prior to August 31st of the vacation year, shall receive as vacation pay an amount equivalent to ten (10) percent of the earnings of such employee, computed on the twelve (12) months ending June 30th of the then current year.

11.01.6 Every employee who has been steadily employed by the Company for a period of twenty-five (25) years by the 31st day of August in the vacation year, shall be entitled to five (5) weeks' of vacation with pay at the time or times convenient to the Company and shall receive as vacation pay an amount equivalent to twelve (12) percent of the earnings of such employee, computed on the twelve (12) months ending June 30th of the then current year.

11.02 VACATION PAY

11.02.1 Vacation pay will be made prior to the employee taking vacation and will be proportionate to the amount of vacation being taken.

11.03 VACATION SCHEDULING

11.03.1 The Company will give notice in writing to the Union and post a notice on its bulletin boards before April 30th each year, advising what its vacation policy will be for the year. The Company undertakes to give a minimum of two (2) months notice before the start of the vacation schedule covering the majority of bargaining unit employees.

ARTICLE XII — PAID HOLIDAYS

12.01 SCHEDULE

12.01.1 The Company shall observe eleven (11) paid holidays during each year of this Agreement.

12.01.2 The parties hereto will meet prior to November 1st each year and agree on the days to be observed during the following year.

12.01.3 The following days are to be observed as paid holidays:

- | | |
|---------------------------------|------------------------------|
| 1. New Years Day | 7. Labour Day |
| 2. ● 3rd Monday in February (a) | 8. Thanksgiving Day |
| 3. Good Friday | 9. 2nd Monday In November(b) |
| 4. Victoria Day | 10. Christmas Day |
| 5. Canada Day | 11. Boxing Day |
| 6. Civic Day | |

*To become Heritage Day if legislated.

(a) The parties agree to observe this holiday on

December 28, 1988

December 27, 1989

December 27, 1990

(b) The parties agree to observe this holiday on

December 29, 1988

December 28, 1989

December 28, 1990

12.02 OBSERVANCE

12.02.1 When a paid holiday falls on a Saturday or Sunday, the holiday will be observed either on the Friday preceding or the Monday following the day, as determined by the Company.

12.02.2 Should the observance of any of the paid holidays result in the Operation being closed for more than three (3) consecutive days the Company at its discretion, may pay for the holiday in lieu of its observance.

12.02.3 The day on which a holiday is observed by the Company or the day paid for in lieu thereof, shall be the holiday for all purposes of the Collective Agreement.

12.03 PAY ENTITLEMENT

12.03.1 All employees covered by this Agreement, except probationary employees who have not completed at least twenty (20) days of work prior to the day on which the holiday is observed, shall be paid for the holiday provided he has worked at least four (4) hours on the regular working day immediately preceding and the regular working day immediately following the paid holiday, unless the employee has been given prior permission by his foreman to be absent for reasons of:

- (i) attending a funeral of his spouse, child, brother, sister, parent, or the parent of the employee's spouse.
- (ii) a birth of a child of the employee; or
- (iii) special circumstances approved by the Plant Manager

12.03.2 The rate of pay for a paid holiday will be the employee's base rate of pay, times the number of straight time hours which he would have worked on such holiday, if a holiday had not been observed.

12.03.3 Pay in lieu of a paid holiday will be the employee's base rate of pay, times his normal straight time daily hours.

12.03.4 An employee who has qualified for holiday pay and who has received a differential rate, as defined in clauses 14.03.1 to 14.03.3 inclusive, during at least four (4) hours on the regular work day preceding and the regular work day following the holiday, will be paid the same differential rate for each hour on which his holiday pay was calculated.

12.03.5 Work performed on any of the observed paid holidays will be paid at two (2) times the job rate in addition to the holiday pay for the day.

ARTICLE XIII — HOURS OF EMPLOYMENT AND OVERTIME

13.01 HOURS OF EMPLOYMENT

13.01.1 The normal hours of productive labour shall consist of eight (8) hours of work performed on five (5) shifts of eight (8) hours each Monday to Friday. Total standard working hours per week- forty (40).

13.01.2 Day Shift will be scheduled between 7:00 a.m. and 5:00 p.m.

13.01.3 Two (2) rest breaks of ten (10) minutes duration will be scheduled for each employee during each shift.

13.01.4 An additional rest break of ten (10) minutes duration will be scheduled for each employee who is scheduled and works overtime more than two (2) hours beyond his normal quitting time.

13.01.5 Each employee is entitled to a personal wash-up time of five (5) minutes duration which will be scheduled by his foreman during the last half (1/2) hour of the shift. Wash-up time will not apply when working a three (3) shift operation.

13.01.6 Late starting shall be penalized to the amount of fifteen (15) minutes for lateness in excess of three (3) minutes of each quarter of the hour on the clocks punched in minutes, i.e.; for lateness from four (4) to eighteen (18) minutes, the penalty will be fifteen (15) minutes; from nineteen (19) minutes to thirty-three (33) minutes, the penalty will be one half hour (1/2), etc.

13.02 SHIFT WORK

13.02.1 Where it is necessary to schedule shift work, it will be distributed as equitably as possible among those employees who normally perform the work.

13.03 OVERTIME

13.03.1 An employee shall perform overtime work in excess of his regular scheduled hours when it is considered necessary by the Company. The Company shall determine when overtime shall be worked and when an employee shall report for duty.

13.03.2 Overtime work will be distributed as equitably as possible among those employees within a department who normally perform the work for which overtime is required.

13.03.3 An employee desiring not to work overtime on a specific day may indicate his desire not to work by booking off in his department prior to the start of the shift. The Company shall consider any reason why an employee does not wish to work overtime and shall endeavour to find a replacement for such an employee. If no replacement suitable to the Company is available from those employees who normally perform the work, the employee then shall work overtime.

13.03.4 Any employee who thinks he has a valid reason for not working overtime and believes that his request to be excused has been unreasonably denied may request his foreman to call the general shop steward so the employee may discuss his reason with the steward in the presence of the foreman, If the steward considers the request to have been unreasonably denied he may request an immediate meeting with the Production Manager. If the matter is not resolved the employee shall work as required and it may become the subject of a policy grievance under Article VI.

13.03.5 The company will provide a meal or pay a meal allowance of four dollars (\$4.00) to any employee who is scheduled for, and works at least two (2) hours overtime continuous with his normal daily shift, Monday to Friday, inclusive. The overtime meal conditions will apply whether the overtime is worked before or after the shift, or both, but not when the employee qualifies for emergency call-in pay under clause 13.05.3.

13.03.6 If an employee is required to work overtime and his overtime assignment ends at a time when no public transit is available, he shall if necessary, be provided with transportation home. If transportation is by taxi, the employee will be reimbursed against a receipted account according to a scale established by the Company from time to time, a copy of which will be supplied to the general shop steward.

13.04 PLANNED OVERTIME

13.04.1 Planned overtime is considered to be that overtime which is required to meet the man hour requirements necessary to fulfill the daily production schedules.

13.04.2 Notwithstanding the foregoing clauses of this article, employees who are expected to work planned overtime shifts will be given the schedule of shifts 24 hours prior to the beginning of the first shift.

13.04.3 The Company will post a monthly schedule of planned weekend overtime for the Maintenance Department. The Union will be informed of any change to the posted schedule.

13.05 OVERTIME RATES

13.05.1 Overtime shall be paid at one and one-half (1 1/2) times job rates for all hours worked beyond normal daily hours and for all work performed on Saturdays.

13.05.2 Overtime shall be paid at double (2) times job rates for all hours worked on Sundays.

13.05.3 When emergency calls are made outside of the regular working day for an installation or repair job, the employee shall be paid at overtime rates from the time he leaves home until he returns thereto. The minimum payment for such work shall equal not less than four (4) hours time at the regular rates.

ARTICLE XIV-WAGES

14.01 HIRE RATE PROGRESSION

14.01.1 The minimum starting rate for each employee shall be seventy (70%) 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 120 days worked in the bargaining unit — from 70% to 80%

After a further six (6) calendar months — from 80% to 90%

After a further six (6) calendar months — from 90% to 100%

The starting rate for the classification of electrician, millwright, motor mechanic without Ontario license shall be the job rate.

14.02 JOB CLASSIFICATION & RATE SCHEDULES

14.02.1 The wage scale for the various job classifications throughout the plant shall be as shown in the Wage Schedule of this Agreement as Appendix "B".

14.03 PREMIUMS

14.03.1 An employee who is designated a Charge Hand shall be responsible for the quality and quantity of output of the employees in his charge and shall be paid a differential of forty (40¢) cents per hour worked as a Charge Hand.

14.03.2 Qualified First-Aid Attendants appointed by the Company shall receive a differential of (15¢) cents per hour for each hour worked.

14.03.3 A shift differential of thirty-five (35¢) cents (effective December 1, 1990 forty (40¢) cents) per hour will be paid for all hours worked on shifts scheduled to start between noon and 5:59 p.m., and a shift differential of forty-five (45¢) cents (effective December 1, 1990 fifty (50¢) cents) per hour will be paid for all hours worked on shifts scheduled to start between 6:00 p.m. and 5:59 a.m.

When an operation is on three shifts in a twenty-four hour period, the employees concerned will receive eight hours pay for seven and one-half hours work. Any employee covered by this Agreement who is working the night shift of 4:00 p.m. to 12:00 midnight and is requested by management to change to the day shift prior to the ending of the shift work, shall report to work the following day at 12:00 noon, but will receive his job rate of pay for a complete work day of eight (8) hours.

14.04 JURY PAY

14.04.1 A seniority employee who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid an amount equal to the difference between his normal daily pay at his job rate and the daily jury duty fee paid by the court for each day on which he reports for, or performs, jury duty and on which he would have been scheduled to work.

14.04.2 An employee, in order to receive payment, must give his foreman prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that he reported for; or performed jury duty on the days for which he claims such payment.

14.05 REPORTING PAY

14.05.1 An employee who reports for work **on** his regularly scheduled shift without having been notified 24 hours before his normal starting time not to report, shall receive not less than four (4) hours pay at the job for his classification.

14.05.2 If the lack of work is the result of an act of God, major interruptions of service, or other causes beyond the control of the Company, reporting pay shall be paid to regularly scheduled employees, and employees reporting for scheduled overtime who have not been notified two (2) hours prior to their scheduled starting time.

14.05.3 The Company may assign an employee eligible for reporting pay to any available work.

14.06 BEREAVEMENT

14.06.1 If a death should occur in an employee's immediate family (mother, father, spouse, child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild) 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 bereavement leave shall be three (3) consecutive calendar days. The leave period would commence the earlier of either the day of death or one (1) day prior to the funeral and would in no case extend beyond the day following the funeral. The employee shall receive payment for any working days lost during the three (3) consecutive calendar day period.

An employee who cannot 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 a private mourning service.

The employee shall be paid for any days of absence from work for bereavement leave at his base wage rate for his normal daily hours.

Bereavement leave shall not be pyramided or stacked with any other benefit or provision provided for in the collective agreement.

ARTICLE XV — WORK TOOLS

15.01 Electricians, Millrights, Motor Mechanics and Maintenance Mechanics shall supply their own hand tools normally associated with their trade and shall maintain these tools in sufficient quality and quantity in order to perform their jobs to the Company's satisfaction. Electricians, Millrights, Motor Mechanics and Maintenance Mechanics shall be paid an annual tool allowance of \$75.00. The payment will be made within fifteen (15) working days of the date of signing this Agreement.

15.02 The Company shall supply all power tools and all other tools except those referred to in 15.01 required by employees for the performance of the Company's work. The employee is expected to take good care in the proper use and storage of such tools, which will be resupplied to the employee at the Company's expense only upon reasonable demand and in accordance with 15.03 and 15.04.

15.03 When destruction or loss of tools is due to evident misuse or inexcusable carelessness on the part of the employee, or when the employee seems habitually to call for the replacement of tools in less than a reasonable time for tools wear and tear, the tools shall be replaced at the expense of the employee, with a reasonable allowance for a used tool where he replaces a used tool with a new tool equally suitable for the work.

15.04 In any case where the Company objects to renewing or replacing tools because of loss or misuse, or too frequent requests from employees for replacement, the objection shall be discussed with the shop steward with the view of reaching a mutually satisfactory decision.

ARTICLE XVI -COST OF LIVING ADJUSTMENT

16.01 In the third year of this Agreement, the Company will provide a Cost of Living Adjustment calculated quarterly on the basis of 1¢ for each full decimal three (.30) change in the Consumer Price Index for Canada (1971 = 100).

The Cost of Living Adjustment base will be the average Consumer Price Index for the months of September, October and November, 1990. The Cost of Living Adjustment shall only be paid when the quarterly average of the Consumer Price Index exceeds the base by five (5) percent and shall then be calculated on the excess over the five (5) percent. The Cost of Living Adjustment, if any, will become effective and shall be paid from the first full pay period following the official publication of the February, 1991 Consumer Price Index and will be adjusted quarterly thereafter, following publication of May 1991, August 1991, and November 1991 index, upwards or downwards.

The Cost of Living Adjustment shall be paid on all regular scheduled hours worked. No decrease in the index shall have the effect of reducing the hourly base wage rates set out in Appendix "B" of the Collective Agreement.

Continuance of the Cost of Living Allowance shall be contingent upon the availability of the relevant monthly Statistics Canada Consumer Price Index in its present 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 XVII — PENSIONS & BENEFITS

17.01 During the lifetime of this Agreement, the Company agrees to provide pension and employee benefits plans as outlined in Appendix "A" of this Agreement.

ARTICLE XVIII -STRIKES & LOCKOUTS--



18.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the lifetime of this Agreement, there will be no strike, slowdown, or stoppage of work, either complete or partial and the Company agrees that there will be no lockout.

18.02 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 V.

18.03 Should the Union claim that a cessation of work constitutes a lockout it may take the matter up as a policy grievance under Article VI — Management & Union Grievances.

ARTICLE XIX — DURATION

19.01 This Agreement shall remain in force from the date of signing to the 30th day of November, 1991, and thereafter it shall automatically be renewed from year to year unless in any year not more than ninety (90) days and not less than thirty (30) days before the date of termination, either party shall furnish the other with notice of termination of, or proposed revision of, or addition to, any provision thereof.

19.02 In such event, negotiations on any such proposal, revision, or addition, shall take place between the parties within thirty (30) days of such notice. Unless notice of termination has been given, the present Agreement shall continue in force during such negotiations until a new Agreement is signed.

SIGNED this 14th day of December 1988, at VAUGHAN TOWNSHIP in THE REGIONAL MUNICIPALITY OF YORK.

FOR THE COMPANY	TEAMSTERS CHEMICAL ENERGY AND ALLIED WORKERS, LOCAL UNION 1985
<u>B.W. Hurtick</u> V.P. and General Manager	<u>A. MacLean</u> President
<u>R.J. Deane</u> Plant Manager	<u>William Gray</u> Recording Secretary
<u>J.B. Tiernay</u> Employee Relations Manager	<u>Thos. A. Boone</u> Financial Secretary
<u>W.A. Anthony</u> Personnel Manager	<u>Lipton Ogle</u> Wage Committee
<u>KC. Holland</u> Vice President Personnel & Industrial Relations	<u>George Gallacher</u> Wage Committee
<u>D.S. Kirkland</u> President	<u>W.H. Mutimer</u> International Representative

JOB CLASSIFICATION AND WAGE SCALE:

Department and Job Classification	On Signing of the Agreement	December 1, 1989	December 1, 1990
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Double Glazed Unit

Operator 1*	\$13.17	\$13.71	\$14.27
Operator 2**	12.72	13.24	13.79

(*) This includes Utility man, Sawyer, Applicator, Shipper Expeditor, Matcher, Inspector, Machine Operator.

(**) This includes Glass Handler, Spacer Assembler, Packers.

Silvering

Operator 1*	\$13.17	\$13.71	\$14.27
Operator 2**	12.72	13.24	13.79

(*) This includes Line Service Man, Machine Operators, Inspectors, D.I. Unit Service.

(**) This includes Packers, Glass Handlers.

Cutting

Operator 1*	\$13.17	\$13.71	\$14.27
Operator 2**	12.72	13.24	13.79

(*) This includes Cutter, Shipper Expeditor, Machine Operator.

(**) This includes Glass Handler, Packer, Bystronic Breakout.

Box Making

Operator 1*	\$13.17	\$13.71	\$14.27
Operator 2**	12.72	13.24	13.79

(*) This includes Sawyer, Box Maker I.

(**) This includes Box Maker II.

Material Handling

Operator 1*	\$13.17	\$13.71	\$14.27
Operator 2**	12.72	13.24	13.79

(*) This includes Two Motor and Crane Operator, Receiver Shipper.

(**) This includes Glass Handler.

Department and Job Classification	On Signing of the Agreement	December 1, 1989	December 1, 1990
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Tempering Department

Operator 1*	\$13.17	\$13.71	\$14.27
Operator 2**	12.72	13.24	13.79

(*) This would include Furnace Operator, Machine Operator, Inspector-Quench, Shipper-Expeditor.

(**) This would include Glass Handler, Packer.

Sliders

Operator 1*	\$13.17	\$13.71	\$14.27
Operator 2**	12.72	13.24	13.79

(*) This would apply to Machine Operator, Inspector.

(**) This would apply to Glass Handler, Packer.

Process

Operator 1*	\$13.17	\$13.71	\$14.27
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(*) This would apply to all process operators.

Warehouse

Operator 1*	\$13.17	\$13.71	\$14.27
Operator 2**	12.72	13.24	13.79

(*) This would apply to Tow Motor and Crane Operator, Receiver-Shipper.

(**) This would apply to Glass Handler and Packer.

General

Operator 1*	\$13.17	\$13.71	\$14.27
Operator 2**	12.72	13.24	13.79

(*) This would apply to Inspector.

(**) This would apply to Glass Handler.

Department and Job Classification	On Signing of the Agreement	December 1, 1989	December 1, 1990
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Coating Department

Operator 1*	\$13.17	\$13.71	\$14.27
Operator 2**	12.72	13.24	13.79

(*) This rate to include Coating Line Operator, Inspector.

(*) Coating Line Operator to receive 25¢/hr. premium on each hour worked.

(**) This rate would include Glass Handler, Packer.

Backing Department

Operator 1*	\$13.17	\$13.71	\$14.27
Operator 2**	12.72	13.24	13.79

(*) This rate includes Machine Operator.

(**) This rate includes Glass Handler

Maintenance

Electrician	\$16.09	\$16.75	\$17.44
Millwright with Ontario Trade License	16.09	16.75	17.44
Motor Mechanic**	16.09	16.75	17.44
Maintenance Mechanic without Ontario License	15.68	16.32	16.99
Storeskeeper	13.17	13.71	14.27
Building Servicemen*	12.30	12.81	13.33

(*) This rate would include Janitors and Maintenance Labourer.

(**) This Motor Mechanic shall be a Millwright with an Ontario Trade License also holding a valid Ontario Class "A" Motor Mechanics License. The duties shall be primarily those of a Motor Mechanic, however when requested the Motor Mechanic shall be required to provide shift and overtime coverage for work that would normally be assigned the Millwright classification.

APPENDIX "A"

WELFARE BENEFITS

GROUP LIFE INSURANCE

Effective January 1, 1989, the Company will provide each eligible employee with \$27,000 (effective December 1, 1989 — \$29,000) Group Life Insurance at no premium cost to the employee.

ACCIDENTAL DEATH AND DISMEMBERMENT

Effective December 1, 1990, the Company will provide each eligible employee with \$5,000.00 Accidental Death and Dismemberment insurance coverage.

ONTARIO HEALTH INSURANCE PLAN

For the term of this Agreement, during each month that an employee is employed by the Company, it will pay on his behalf the full monthly premium for the Ontario Health Insurance Plan, whether or not premiums increase or decrease.

MAJOR MEDICAL&PRESCRIPTION DRUG PLAN

The Company will introduce and maintain for the term of this Agreement, at no premium cost to the employees, a major medical and prescription drug plan covering employees and eligible dependents. The plan will pay allowable expenses to a maximum of \$10,000 after deductible expenses of \$10.00 for any one person, or \$20.00 for a family, have been satisfied in any calendar year. Details of the plan will be provided in a separate document and will include a Vision Care benefit of either \$75.00 where there is not an altered prescription or \$100.00 Vision Care where there is an altered

prescription not more often than once every twenty-four (24) months which is not subject to the annual deductible expense.

PENSION PLAN

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

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.

The plan will provide for Basic Coverage as well as Denture Services and Periodontal Services. Denture services and Periodontal Services are provided on the basis of 50 – 50% employee/company co-insurance.

The plan will provide for Major Restorative Benefits on the basis of 50 – 50% employee/company co-insurance, as well as Dependent Orthodontics on a 50 – 50% employee/company co-insurance basis with a five hundred (\$500) dollar lifetime maximum.

The plan will provide for reimbursement on the basis of the 1987 Ontario Dental Association Fee Schedule for covered expenses. Effective December 1, 1989 reimbursement will be on the basis of the 1988 Ontario Dental Association Fee Schedule for covered expenses and effective December 1, 1990 reimbursement will be on the basis of the 1989 Ontario Dental Association Fee Schedule for covered expenses.

SICK PAY PLAN

The benefits which are available under the Company's Sick Pay Regulations to the employee of the bargaining unit are set out hereunder together with the principal conditions.

Employees with twelve (12) months service or more:

- First three (3) working days' absence
- No payment*

Next twenty-six (26) weeks' absence:

- 75% of normal pay at their basic rates for each working day of absence.

Next twenty-six (26) weeks' absence:

- $66\frac{2}{3}\%$ of normal pay at their basic rates for each working day of absence.

Employees on the seniority list with less than twelve (12) months service:

First three (3) working days' absence:

- No payment.*

Next fifteen (15) weeks' absence:

- 75% of normal pay at their basic rates for each working day of absence.

* In the case of employees with seniority, who are involved in a non-occupational accident or admitted to hospital on the first day of absence, payment will start with the first day of absence.

These benefits are payable for absences resulting from non-occupational illness or accident. Each absence will be considered a separate disability. 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 working days,

Furthermore, any employee who has been absent in excess of three weeks must, before he resumes work, report to his supervisor bringing with him his doctor's note stating he is in a fit condition to resume his duties.

Employees on sick pay for longer than 15 weeks will upon request of the Company, report to the Company doctor for examination.

The amount of payment under these regulations for each working day's absence will be based on the straight time hours which the employee would have worked on that day had he not been absent, times his job rate of pay.

It is the responsibility of any employee who is absent as a result of a non-occupational disability to notify his supervisor not later than the first working day of absence.

SEPARATION PAY

An employee with at least five (5) years seniority, may apply for separation pay as set out below if:

- (a) he is continuously laid off for a period of six (6) months or more; or
- (b) his lay-off is expected, in the judgement of the Company to be of sufficient duration to result in loss of seniority under 8.04.1 (iii) of this Agreement; or
- (c) as the result of a non-occupational disability his seniority is terminated under 8.04.1 (vii) by Company acceptance of medical proof and providing the employee is not eligible for a total disability pension under the Pension Plan.

An eligible employee's right to separation pay shall be forfeited if he fails to apply before his seniority is lost under any of the terms of Clause 8.04.

An employee who applies for and accepts separation payment shall forfeit all seniority and other rights under this Agreement.

The amount of separation pay to an eligible employee shall be equal to one (1) weeks' base earnings (calculated on the basis of the job rate for the job classification as shown in the Job Classification and 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.

SAFETY SHOES

The company will contribute toward the cost of approved safety shoes up to Thirty-five (\$35.00) dollars (effective December 1, 1989 — Forty (\$40.00) dollars and effective December 1, 1990 — Forty-five (\$45.00)) per pair not more often than one (1) pair every six months.

APPENDIX "C"

LETTER OF UNDERSTANDING

December 1, 1988

Mr. Archie MacLean
President Local 1985
Teamsters, Chemical Energy
and Allied Workers

Dear Mr. MacLean:

In the case of either an electrician or maintenance mechanic being required to purchase tools additional to those cited in the tool list, due to new equipment or required to either replace or add to existing tools on the tool list due to metric conversion, the Company will share with the employee on an equal basis any such costs in excess of the tool allowance specified in clause 15.01. The employee will be required to utilize the tool allowance in full before this becomes applicable.

Employees currently employed as electricians or maintenance mechanics will not be required to immediately have all tools as cited on the tool list but would be expected over a period of time, on an as needed basis, utilizing the existing tool allowance, to obtain a complete set of tools.

New employees hired into the classification after December 1, 1983 would be expected to have these tools at date of hire.

Sincerely,

R.J. Deane
Plant Manager

December 1, 1988

Mr. Archie MacLean
President Local 1985
Teamster, Chemical Energy And
Allied Workers

Dear Mr. MacLean:

The parties recognize that in the day to day operation of the plant, situations occur that could lend themselves to solutions different than those traditionally relied upon by the parties but still be within the spirit of the Collective Agreement.

In our interest of working towards improved labour and employee relations it is recognized that modifications to the collective agreement, procedures, practices and or constitution and by-laws may occur to the extent agreed upon by the parties.

Modifications will be in writing and will require the approval of both parties and, where applicable, ratification by the Union membership. Modifications will be for a stipulated trial period, where upon the agreed modifications will terminate. The parties may extend the above mentioned trial period only by mutual consent.

Any approved modification shall in no way be prejudicial to either party in their interpretation application administration of the Collective Agreement should the modification be terminated.

B.W. Hurtick
For The Company

A. Maclean
For The Union