



ISO 9002 Registered

**AFGD Glass-FPD**  
**A DIVISION OF AFG INDUSTRIES LTD.**

**CONCORD, ONTARIO**

and

**TEAMSTERS CHEMICAL ENERGY**

**AND ALLIED WORKERS**

**LOCAL UNION 1985**

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Collective Agreement  
from  
December 1, 2002 to November 30, 2006

02279(07)

## INDEX

ARTICLE	I	PURPOSE	4
	II	RECOGNITION	4
	III	MANAGEMENT RIGHTS	5
	IV	UNION SECURITY	6
	V	GRIEVANCE PROCESSING	7
		5.01 GRIEVANCE COMMITTEE	7
		5.02 GRIEVANCE PROCEDURE	8
		5.03 ARBITRATION	9
		5.04 TIME LIMITS	9
	VI	MANAGEMENT & UNION GRIEVANCES	10
	VII	DISCHARGE CASES	10
	VIII	SENIORITY	11
		8.01 DEFINITION	11
		8.02 ESTABLISHMENT	11
		8.03 SENIORITY LIST	12
		8.04 LOSS OF SENIORITY	13
		8.05 LAYOFF & RECALL	
		8.06 JOB POSTING	15
		8.07 TEMPORARY TRANSFERS	
	IX	NOTICES	16
	X	SAFETY & HEALTH	16
	XI	VACATIONS WITH PAY	17
		11.01 VACATION CREDITS AND PAY CALCULATIONS	17
		11.02 VACATION PAY	18
		11.03 VACATION SCHEDULING	18

XII	PAID HOLIDAYS	18
	12.01 SCHEDULE	18
	12.02 OBSERVANCE	19
	12.03 PAY ENTITLEMENT	19
XIII	HOURS OF EMPLOYMENT & OVERTIME	20
	13.01 HOURS OF EMPLOYMENT	20
	13.02 SHIFT WORK	21
	13.03 OVERTIME	21
	13.04 PLANNED OVERTIME	22
	13.05 OVERTIME RATES	22
	13.06 MANNING SCHEDULES	22
XIV	WAGES	22
	14.01 HIRE RATE PROGRESSION	22
	14.02 JOB CLASSIFICATION & RATE SCHEDULES	23
	14.03 PREMIUMS	23
	14.04 JURY PAY	23
	14.05 REPORTING PAY	24
	14.06 BEREAVEMENT	24
XV	LEAVES OF ABSENCE	25
XVI	WORK TOOLS	25
XVII	COST OF LIVING ADJUSTMENT	26
XVIII	PENSIONS & BENEFITS	26
XIX	STRIKES & LOCKOUTS	26
XX	DURATION	27
	APPENDIX A	
	JOB CLASSIFICATION AND WAGE SCALE	28
	APPENDIX B	
	WELFARE BENEFITS	30
	APPENDIX C	
	LETTERS OF UNDERSTANDING	34

**THIS AGREEMENT**

is made and entered into this 1st day of December, 2002

BETWEEN:

AFGD Glass  
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 supervisors, persons above the rank of supervisors, 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 Any and all persons outside of the bargaining unit established by this agreement will not perform the duties of those jobs normally assigned to employees of this bargaining unit unless employees are not willing or able to perform such duties, whereupon the Company may assign any person to perform the required work. Exceptions will be limited to Supervisors who are requested and agree to relieve employees for short breaks and for those Supervisors who work in tandem with another employee and such work is recognized as the need for training or instruction. Alleged violations will be dealt with as a Union grievance starting at Step 3 of the procedure in 5.02.2.
- 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 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. It is agreed that such rules and regulations will not be inconsistent with any article herein.

- 3.03 (a) The Company shall also have the right to introduce new classifications arising out of duties not already present in this agreement. The Company will set the classification and the wage rate thereto by notifying the Local Union President in writing.

Should the foregoing action by the Company be unacceptable to the Union, the Union must notify the Company in writing of its reasons no later than thirty (30) calendar days of being notified by the Company of the new classification. The parties will meet within ten (10) days thereafter to reach agreement on the matter. Should the Union fail to notify the Company within the stated period herein of its disagreement, the classification and wage rate thereto will have full force and effect. Should the meeting of the parties not bring about a change to the Company's position and the Union continue to disagree, the Union will have the option of presenting a grievance at Step 3 dealing exclusively with the wage rate set by the Company.

(b) The Company shall have the right to change any existing classification provided the Company can show just and sufficient cause for the need for change that cannot wait for the renewal of 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 & Box making	1
Glasstech/Ceramic Frit, Tamglass/Silkcreening	1
Automatic & Manual Units/Sample Making	1
Coating & 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 General 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 Supervisor and at the option of the Supervisor or the employee the shop steward may be requested to be present. If the employee is not satisfied by his Supervisor'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 Supervisor 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 Supervisor 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 Supervisor'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.

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 General 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 General Manager, a representative of the International Union may attend the meeting. The General 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 General 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.
- 6.04 The parties are agreed that the subject of this article herein may become the subject of a Labour-Management meeting first, not more often than once every thirty to sixty days to attempt to resolve the matter before a grievance is initiated without prejudice to either party making full use of this article when a resolution is not forthcoming.

## 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 two hundred and forty (240) days of work in the bargaining unit. During this time he shall not acquire seniority rights.

8.01.5 The Company agrees to provide written notice to the Secretary Treasurer regarding new hires, layoff, recalls, discharge, resignations, leaves of absence. Such notice will include effective dates, home address, and telephone number.

### 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.

### 8.03 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 Supervisor 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 five (5) calendar 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 just cause without having notified the Company to be absent in advance, where that is possible;
- (vi) he transfers out of the bargaining unit for more than twelve (12) 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.

Five (5) working days notice or pay in lieu of notice will be given for all scheduled layoffs due to lack of work. Plant Holidays paid will count toward the foregoing days of notice.

Laid off employees will have the Benefit Plan, as defined in Appendix 'B' except the Sick Pay Plan, maintained to the end of the month in which the layoff took place.

- 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.
- 8.05.4 The Company agrees that in the event of a layoff due to lack of work, the employee will be given the option to take any unused vacation or layoff.

## 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 bulletinboard(s) for a period of three (3) working days for the information of all members of the bargaining unit.
- 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 in order of seniority following a twenty (20) working day trial or orientation period. During such period an employee may opt to return to the classification held by the employee at the time of posting or the Company may choose to return the employee to the classification held by the employee at the time of posting where it is felt that the employee is not suited for the job in the opinion of the Company.

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 Recording Secretary.

#### 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 Supervisor will advise the shop steward, if available, of the reason therefore.

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.

8.07.4 The Company at its discretion may make available, modified duties, provided the employee can provide certification from a competent medical authority and such duties do not have the effect of displacing a senior employee or exceeding the hours of work specified in Article 13.01.1 herein.

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 Referring to the Occupational Health and Safety Act, R.S.O. 1990, s. 43(3)(a), (b), (c), a worker may refuse to work or do particular work. Upon refusing to work or do particular work, the worker shall promptly report the circumstances of the refusal to the worker's Supervisor who shall forthwith investigate the report in the presence of the worker and in the presence of a Joint Health and Safety Committee member who represents workers and, who may be a Certified Member and, who shall be made available and attend without delay. Referring to the O.H. & S.A., s.43(6), (a), (b), (c), a worker may continue to refuse to work or do the particular work and the employer or worker or a person on behalf of the Employer or worker shall cause an inspector to be notified thereof.

Referring to the O.H. & S.A., s.43(10) & (11), pending the investigation and decision of the inspector the worker may be assigned reasonable alternative work and another worker may be assigned to do the work."

- 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 One hundred (\$100.00) 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 Employment Standards Act, Revised Statutes of Ontario 1980 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 with 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.
- 11.02.2 Earned vacation income not paid to employees as per 11.02.1 will be added to the pay deposit of each employee by no later than the second Thursday in July of each year, commencing in 1995.

#### 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.

Vacations requested during prime time (June 30 to Labour Day) will be submitted by April 30. The Company agrees to confirm, in writing, the disposition of the request by May 31. All other vacation weeks, outside of prime time, will be replied to no later than 30 days from the date of the request.

### 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                | 5. Canada Day                 |
| 10. Christmas Day              | 6. Civic Day                  |
| 11. Boxing Day                 |                               |

\* To become Heritage Day if legislated.

(a) & (b) These holidays may be designated to be moved to the Christmas period by vote by membership annually in January.

## 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 shall be paid for the holiday provided he has worked all of the regularly scheduled day of work before or after the public holiday unless he has reasonable cause to be absent from work.
- 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 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.
- 12.03.5 When a Statutory/Paid Holiday occurs on a Friday, any employee being laid off will receive statutory/paid holiday pay for the day. Any employee recalled immediately following a statutory/paid holiday observed on Monday will not be paid 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 often (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 Supervisor 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 thirty (30) minutes for lateness in excess of three (3) minutes of each quarter of the hour on clocks punched in minutes, i.e.; for lateness from four (4) to eighteen (18) minutes, the penalty will be thirty (30) minutes; from nineteen (19) minutes to thirty-three (33) minutes, the penalty will be one hour (1), etc.

Employees failing to punch in at the beginning of the shift or out at the end of the shift will not be paid for the shift unless reason, acceptable to the Company, is provided prior to the beginning of the shift to any Supervisor. It is incumbent upon the employee to inform any Supervisor and receive a confirmation "ticket" of such notification prior to the start of the shift. A copy will be given to payroll.

If the ticket is not received from the Supervisor by the employee prior to the beginning of the shift, the late arriving employee will be deducted as indicated above.

### 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 The Company will 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 The Company will provide a meal or pay a meal allowance of six dollars (\$6.00) 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 when the overtime is worked before and/or after the shift, but not when the employee qualifies for emergency call-in pay under clause 13.05.3. When an employee is given twenty four (24) hours or more notice of overtime, the meal allowance will be paid weekly based on Payroll Records of Overtime worked and included in Weekly Automatic Bank Deposits.
- 13.03.4 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.

#### 13.06 MANNING SCHEDULES

- 13.06.1 The Company will endeavour to post schedules each Thursday by no later than 3:00 P.M. for the following week schedule.

### 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 240 days worked in the bargaining unit - from 70% to 80% After a further six (6) calendar months worked from 80% to 90% After a further six (6) calendar months worked from 90% to 100%.

The starting rate for the classification of electrician, millwright, motor mechanic, maintenance 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 "A".

#### 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 (\$0.40) cents per hour for each hour worked as a Charge Hand.
- 14.03.2 Qualified First-Aid Attendants appointed by the Company shall receive a differential of fifteen (\$0.15) cents per hour for each hour worked.
- 14.03.3 A shift differential of forty (\$0.40) 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 fifty (\$0.50) 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 Supervisor 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 rate 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 - LEAVES OF ABSENCE

- 15.01 Upon written application, to the Plant Manager, by an employee who has attained seniority rights described in 8.01.4, the Company may grant, in writing, "leave of absence" without pay. Such leave will not be unreasonably requested or denied. Leaves in excess of six (6) months will be at the sole discretion of the Company. Leaves granted and subsequently used for other than the purposes stated in the application may be the subject of disciplinary procedures. The company will respond to the application within thirty (30) days of receiving the written request.

#### ARTICLE XVI - WORK TOOLS

- 16.01 Electricians, Millwrights, 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, Millwrights, 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.
- 16.02 The Company shall supply all power tools and all other tools except those referred to in 16.01 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 16.03 and 16.04.
- 16.03 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.
- 16.04 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 XVII - COST OF LIVING ADJUSTMENT

- 17.01 In the third year of this Agreement, the Company will provide a Cost of Living Adjustment calculated quarterly on the basis of \$0.01 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, 2004. 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, 2005 Consumer Price Index and will be adjusted quarterly thereafter, following publication of May 2005, August 2005, and November 2005 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 "A" 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 XVIII - PENSIONS & BENEFITS

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

## ARTICLE XIX - STRIKES AND LOCKOUTS

- 19.01 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.
- 19.02 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.

- 19.03 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 XX - DURATION**

- 20.01 This Agreement shall remain in force from December 1, 2002 to the 30th day of November, 2006, 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.
- 20.02 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 27th day of November 2002, at VAUGHAN TOWNSHIP  
in THE REGIONAL MUNICIPALITY OF YORK.

THE COMPANY

TEAMSTERS CHEMICAL ENERGY  
AND ALLIED WORKERS, LOCAL  
UNION 1985

\_\_\_\_\_  
F. Davey

\_\_\_\_\_  
L. Gallimore

\_\_\_\_\_  
I. Corrighan

\_\_\_\_\_  
A. Pantlitz

\_\_\_\_\_  
M. Beauvais

\_\_\_\_\_  
R. Thompson

\_\_\_\_\_  
W. LeRoux

\_\_\_\_\_  
C. White

\_\_\_\_\_  
L. Blevins

\_\_\_\_\_  
M. Henry

\_\_\_\_\_  
C. Clarke

## APPENDIX "A"

## JOB CLASSIFICATION AND WAGE SCALE:

<u>Department and Job Classification</u>	Effective December 1, <u>2002</u>	Effective December 1, <u>2003</u>	Effective December 1 <u>2004</u>	Effective December 1, <u>2005</u>
<u>Automatic Unit</u>				
Operator	\$16.94	\$17.28	\$17.63	\$17.98
<u>Silvering</u>				
Operator	\$16.94	\$17.28	\$17.63	\$17.98
<u>Cutting</u>				
Operator	\$16.94	\$17.28	\$17.63	\$17.98
<u>Box Making</u>				
Operator	\$16.94	\$17.28	\$17.63	\$17.98
<u>Material Handling</u>				
Operator	\$16.94	\$17.28	\$17.63	\$17.98
<u>Glasstech/Ceramic Frit</u>				
Operator	\$16.94	\$17.28	\$17.63	\$17.98
<u>Tamglass/Silk Screening</u>				
Operator	\$16.94	\$17.28	\$17.63	\$17.98
<u>Sample Making</u>				
Operator	\$16.94	\$17.28	\$17.63	\$17.98

Warehouse

Truck Driver	\$18.23	\$18.59	\$18.96	\$19.34
Operator	\$16.94	\$17.28	\$17.63	\$17.98

Coating

Operator *	\$16.94	\$17.28	\$17.63	\$17.98
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(\*) Coating Line Operator to receive \$0.25/hr.premium on each hour worked.

Backing

Operator	\$16.94	\$17.28	\$17.63	\$17.98
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Operator will include: Machine Operator, Utility Man, Sawyer, Applicator, Expediter, Glass Handler (Loader and Unloader), Inspector, Packer, Tow Motor Operator, Crane Operator, Receiver, Shipper, Furnace Operator, Box Maker, Breakout, Line Service Man, Inspector, Matcher. **Job** Posting will include reference to these job titles and employees will maintain a primary responsibility for the job. All employees will be trained on the jobs required by his posting on a production line.

Maintenance

Electrician	\$21.30	\$21.73	\$22.16	\$22.60
Millwright with Ontario Trade License	\$21.30	\$21.73	\$22.16	\$22.60
Motor Mechanic*	\$21.30	\$21.73	\$22.16	\$22.60
Maintenance Mechanic without Ontario License	\$20.75	\$21.17	\$21.59	\$22.02
Maintenance Helper	\$16.94	\$17.28	\$17.63	\$17.98
Storeskeeper	\$16.94	\$17.28	\$17.63	\$17.98
Building Servicemen	\$16.94	\$17.28	\$17.63	\$17.98

(\*) The 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 "B"**  
**WELFARE BENEFITS**

**ELIGIBILITY**

Employees will become eligible for participation in the Group Life Insurance, Accidental Death and Dismemberment Insurance, Major Medical and Prescription Drug Plan, Dental Plan and Sick Pay Plan after completion of probation as defined in Article 8.01.4. Eligible employees will contribute two dollars (\$2.00) per week to the cost of the Major Medical and Prescription Drug Plan, Dental Plan.

**GROUP LIFE INSURANCE**

The Company will provide each eligible employee with \$30,000 Group Life Insurance.

**ACCIDENTAL DEATH AND DISMEMBERMENT**

The Company will provide each eligible employee with \$5,000.00 Accidental Death and Dismemberment insurance coverage.

**MAJOR MEDICAL & PRESCRIPTION DRUG PLAN**

The Company will introduce and maintain for the term of this Agreement, a major medical and prescription drug plan covering employees and eligible dependants. The plan will pay allowable expenses to a maximum of \$15,000, after deductible expenses of \$15.00 for any one person, or \$25.00 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 \$135.00, 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 fifteen (\$15.00) dollars per single employee and twenty-five (\$25.00) dollars per married employee with a plan maximum of eleven hundred (\$1,100) dollars per calendar year.

The plan will provide for Basic (Preventive) services on the basis of 10% - 90% Employee/Company co-insurance.

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 \$1,500, lifetime maximum.

Effective December 1st of each year there will be a one (1) year upgrade to the O.D.A. 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.

Eligible employees, having completed probation (240) days of work

- 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

Employees not having completed two hundred and forty (240) days of work

- No payment.

When an eligible employee works four (4) hours or less on a regular work day and leaves the workplace due to illness the partial day will be considered as the first day of absence.

All eligible employees who are involved in a non-occupational accident, admitted to hospital or admitted as an outpatient for day surgery to a Hospital/Medical Clinic or for Dental Surgery, as defined by the ODA, (excluding cosmetic), 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 due to illness, a treating physician's note must be produced if the absence has extended for three (3) working days or more. Any employee absent from work in excess of three weeks must, before resuming work, provide to the Supervisor a note stating he is fit to return to full and unrestricted duties.

Employees absent from work due to illness or non occupational accident for longer than fifteen (15) working days may be required to comply with the requirements of the Medical Adjudication Plan and/or the Company Doctor. Failure to do so may result in loss of benefit.

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 for any reason to notify the Supervisor not later than the first working day of absence.

#### Long Term Disability

LTD benefits will be administered by an independent insurance provider and their determination of eligibility will be based on the employee exhausting the twenty-six (26) week short term disability benefit and providing satisfactory medical information.

Benefits will be paid on the following basis:

- 66 2/3% of basic earnings to a maximum of \$5000 per month

During the first two (2) years the person is considered disabled if, because of disease or injury, there is no combination of duties he can perform that regularly take at least 60% of his time at work to complete. At the end of this period the employee will continue to be considered disabled if disease or injury prevents him from being gainfully employed.



## 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 fifty (\$50.00) dollars per pair not more often than one (1) pair every six months or one hundred (\$100.00) dollars per pair not more often than one (1) pair every twelve months.

APPENDIX "C"  
LETTERS OF UNDERSTANDING

December 1, 2002

Mr. Aubrey Pantlitz  
President Local **1985**  
Teamsters, Chemical Energy  
and Allied Workers

Dear Mr. Pantlitz:

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 16.01. 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,

AFGD Glass - FPD

For The Company:

For The Union:

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Frank Davey,  
Executive Vice-president

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Aubrey Pantlitz,  
President, Local **1985**

December 1, 2002

Mr. Aubrey Pantlitz  
President, Local 1985  
Teamsters, Chemical Energy and  
Allied Workers

Dear Mr. Pantlitz:

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 modification 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*.

Sincerely,

AFGD Glass - FPD

For The Company:

For The Union:

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Frank Davey,  
Executive Vice-president

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Aubrey Pantlitz,  
President, Local 1985

December 1, 2002

Mr. Aubrey Pantlitz  
President, Local 1985  
Teamsters, Chemical Energy and  
Allied Workers

Dear Mr. Pantlitz:

In the case of layoff the following procedure will apply.

During the months of December 1 through April 15 in the event of a layoff notice being posted, employees of a higher seniority standing will have the right to displace the most senior employees on the layoff list.

The Company reserves the right to refuse if the necessary skills are not available to run the affected area.

For the period referenced above, employees who opt for layoff waive their employment guarantee, if any, as presented in the Doney/Keele merger agreement dated June 12, 1992.

After April 15, through November 30 the senior most laid off employee will be allowed to displace the Junior most working employee providing the Company receives adequate notice in order to fulfill its requirements to the Junior displaced employee under the Employment Standards Act.

This letter of understanding is not intended to replace Article 8.04(IV) or 8.05 of the current Collective Agreement.

Sincerely,

AFGD Glass - FPD

For The Company:

For The Union:

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Frank Davey,  
Executive Vice-president

---

Aubrey Pantlitz,  
President, Local 1985

December 1, 2002

Mr. Aubrey Pantlitz,  
President, Local 1985  
Teamsters Chemical Energy and  
Allied Workers

Dear Mr. Pantlitz:

The two Departments, Sliders & Edging, Hardware and Pick-Up have become redundant during the life of the Collective Agreement ending November 30, 1994.

The job postings for these Departments are redundant and the employees are encouraged to go for other jobs as their current duties are eliminated.

Should the Company decide to re-establish these Departments in the future, then the Company will discuss with the Union the mechanism for re-introduction of the Department.

Sincerely,

AFGD Glass - FPD

For The Company:

For The Union:

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Frank Davey,  
Executive Vice-president

---

Aubrey Pantlitz,  
President, Local 1985

**December 1, 2002**

Aubrey Pantlitz  
President, Local 1985  
Teamsters, Chemical Energy and  
Allied Workers

Dear Mr. Pantlitz:

REF: CONTINUOUS SHIFT OPERATION

The parties recognize that a continuous shift operation in **selected** areas and at certain times may become necessary due to the introduction of new equipment. During the life of this agreement the parties agree to work out the details, ie. Hours of work, and premium pay as may become necessary to provide for this type **of** operation, as such, the provisions of Article 13 will require modification subject to the ratification of the employees of the bargaining unit.

Sincerely,

AFGD Glass - FPD

For The Company:

For The Union:

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Frank Davey,  
Executive Vice-president

---

Aubrey Pantlitz,  
President, Local 1985

December 1, 2002

Aubrey Pantlitz  
President, Local 1985  
Teamsters, Chemical Energy and  
Allied Workers

Dear Mr. Pantlitz:

The Company will endeavour to provide Collective Agreement booklets and an Outline of Benefits booklets to be distributed to employees covered by this agreement not more than sixty (60) days from ratification of this agreement. If this deadline cannot be reached, the Company will advise the Union as to why an extension is required.

Sincerely,

AFGD Glass - FPD

For The Company:

For The Union:

---

Frank Davey,  
Executive Vice-president

---

Aubrey Pantlitz,  
President, Local 1985

December 1, 2002

Aubrey Pantlitz  
President, Local 1985  
Teamsters, Chemical Energy and  
Allied Workers

Dear Mr. Pantlitz:

For the duration of this agreement the Company will endeavour, to ensure a member of the Executive of Local 1985 is scheduled on day shift.

The Company will provide to the Union locked office space for file storage only.

Sincerely,

AFGD Glass - FPD

For The Company:

For The Union:

---

Frank Davey,  
Executive Vice-president

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Aubrey Pantlitz,  
President, Local 1985



December 1, 2002

Aubrey Pantlitz  
President, Local 1985  
Teamsters, Chemical Energy and  
Allied Workers

Dear Mr. Pantlitz:

Upon signing of a new Collective Agreement, the Company and Union agree to conduct wage studies to determine competitive wage rates for Electricians, Millwrights with Ontario Trade License, Motor Mechanic, and Maintenance Mechanic without Ontario License.

Upon completion of the study the Company and Union will meet to discuss and agree upon an appropriate increase and implementation, if necessary.

The studies should be completed before the end of the first quarter 2003.

Sincerely,

AFGD Glass – FPD

For The Company:

For The Union:

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Frank Davey,  
Executive Vice-president

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Aubrey Pantlitz,  
President, Local 1985



**ISO 9002 Registered**

**AFGD-FPD  
A DIVISION OF AFG INDUSTRIES LTD.**

**BENEFIT PLANS**

for hourly paid employees of

**LOCAL 1985  
TEAMSTERS, CHEMICAL, ENERGY  
AND ALLIED WORKERS**

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42



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**BENEFIT PLANS  
for hourly paid employees of  
LOCAL 1985  
TEAMSTERS, CHEMICAL, ENERGY  
AND ALLIED WORKERS**

This is designed to serve as a guide and a reference to the benefits available to AFGD-FPD Employees. It is not intended to replace the master plan document or contractual agreement. In the event of any discrepancy, the master plan document or collective agreement will apply.

Sixth Revision: January 2001

43

## GROUP LIFE INSURANCE

The Company will provide each eligible employee with **\$30,000** Group Life Insurance coverage at no premium cost to the employee.

All full time active employees and all new employees having completed the probationary work period are covered for Group Life Insurance.

When an increase or decrease occurs to the level of insurance as specified above, an active full time employee will become eligible provided that such employee is actively at work on that day. If the employee is not actively at work on that day, such employee shall become eligible immediately upon return to active full employment.

No medical examination or other evidence of insurability is required in order to join the plan

Any person whose life insurance benefit terminates may be eligible to continue it on an individual basis provided application and payment of the first premium is made within thirty-one (31) days after termination.

Employees who retire from the Company will be permitted to carry with no medical requirement, **\$8,500** whole life policy. The cost of this insurance will be paid for by the employee.

## ACCIDENTAL DEATH AND DISMEMBERMENT      **\$5,000** Principal Amount

If the eligible employee shall furnish with notice and due proof that he has suffered, as a result of bodily injury sustained while insured for benefits under this provision and caused directly and independently of all other causes by external, violent and accidental means, any of the losses specified in the following Schedule of Losses and Indemnities, provided such loss occurs within 365 days after the date of sustaining such injury, the employee or his/her beneficiary will, subject to the limitations and the terms of the Policy, receive a proportion of the Principal Amount, depending upon the classification of such loss in the said schedule. The Principal Amount of the Accidental Death and Dismemberment Insurance for which any employee is insured shall be equal to **\$5,000** under this Policy.

## ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE - Continued

## SCHEDULE OF LOSSES AND INDEMNITIES\*

<u>Loss of</u>	<u>Portion of Principal Amount Payable</u>
Life	100%
Both hands or both arms	100%
Both feet or both legs	100%
Sight of both eyes	100%
Speech and hearing of both ears	100%
One arm or part thereof:	
Arm	75%
Hand	66 2/3%
Thumb and index finger of one hand	33 1/3%
Four fingers of one hand	33 1/3%
One leg of part thereof:	
Leg	75%
Foot	66 2/3%
<b>All toes of one foot</b>	12 1/2%
Sight of one eye	66 2/3%
Speech	50%
Hearing of both ears	50%
<u>Loss of use of</u>	
Both hands or both arms or both legs	100%
One leg or one arm	75%
One hand	66 2/3%

\*With respect to any limb no more than one of the above losses shall be payable. The maximum payable as a result of any one accident shall be 100%.

**DEFINITIONS:**

**Loss of a hand** means severance at or above the wrist joint.

**Loss of an arm** means severance at or above the elbow joint.

**Loss of a foot** means severance at or above the ankle joint.

**Loss of a leg** means severance at or above the knee joint.

**Loss of sight or speech or hearing** means total and irrecoverable loss; such loss must continue for 12 months and be permanent.

**Loss of a thumb or finger** means severance at or above the metacarpophalangeal joint.

**Loss of a toe** means severance at or above the metatarsophalangeal joint.

**Loss of use of a body member** means total and irrecoverable loss of use; such loss must continue for 12 months and be permanent.

The above is provided as a general description of benefits available to employees, full details and particulars are contained in the Master Policy which shall govern in all instances.

**SICK PAY PLAN**

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

Employees having completed one hundred and eighty (180) days of work:

- 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 2/3% of normal pay at their basic rates for each working day of absence.

Employees not having completed one hundred and eighty (180) days of work

- No payment.

\*In the case of any employees with seniority, who are involved in a non-occupational accident or admitted to hospital, or as an outpatient for day surgery, 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 as 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 3 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 non-occupational disability to notify his supervisor not later than the first working day of absence.

## MAJOR MEDICAL AND PRESCRIPTION DRUG PLAN

All eligible employees have coverage under the hourly extended health care program. The Company provides this plan at no premium cost to the employee.

Many of the benefits provided under the Major Medical Plan begin where O.H.I.P. coverage ends. Extended health care benefits under the plan are subject to a deductible of \$10.00 single and \$20.00 dependent coverage which is applied annually on a calendar year basis. Expenses covered include the following:

- prescription drugs and medicines requiring the written prescription of a physician.
- anti smoking medicine requiring the written prescription of a physician, limited to \$500 lifetime maximum.  
**Caution:** certain brands covered.
- Charges for semi-private hospital accommodation, to a maximum \$150.00 per day.
- dental treatment required as the result of an accident.
- emergency ambulance service in excess of that provided by O.H.I.P.
- services of licensed physiotherapist other than a relative.
- cost of services of a registered nurse other than a relative in the employee's home.
- blood transfusions outside of Canada.
- purchase or rental of a variety of medical equipment; i.e. crutches, braces, wheelchair, respirator, artificial limbs, etc.
- approved charges for care in a convalescent hospital to a maximum of \$10.00 for not more than 120 days.

The plan allows for \$125.00 Vision Care per insured employee and eligible dependents toward the purchase of prescription lenses and frames during any consecutive 24 month period. The benefit is not subject to the plan deductible.

Maximum aggregate value of benefits payable under the Major Medical and Prescription Drug Plan shall not exceed \$15,000 to any one employee during the life of this Plan,

Full details of this Plan are available from the Human Resources Department.



## DENTAL PLAN

### CLASSIFICATION

All Eligible employees who are members of Local **1985**, Teamsters, Chemical, Energy & Allied Workers.

### DENTAL EXPENSES

Effective December 1, 2000 - 2000 Ontario Dental Association Fee Schedule

Effective December 1st of every year there will be a one (1) year upgrade to the O.D.A. Schedule ~~for~~ covered expenses for up to **90%** of preventive eligible expenses, and up to **50%** of eligible expenses for Denture, Periodontic, Endodontics, Major Restorative, and Dependent Orthodontic with a lifetime maximum of \$1,500.00.

Deductible: Single - \$10.00, Dependent • \$20.00, Calendar Year Maximum \$1,100.00 per insured person

ALWAYS INCLUDE YOUR POLICY, DIVISION AND IDENTIFICATION NUMBER ON ALL CLAIMS/CORRESPONDENCE.

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## IMPORTANT FACTS ABOUT **YOUR** PLAN

### Employee Coverage

To be eligible for coverage you must be employed on an active **full time** basis and receive regular earnings and have seniority rights under the Collective Agreement.

If you are absent **from** work on the day your coverage or any increase thereof would normally take effect, such coverage will not take effect until you return to work on **a full time** basis.

### Dependent Coverage

Dependents are eligible for coverage as of the date you become eligible for Employee Coverage. *If you do not have any dependents, you will become eligible for Dependent coverage as of the date you acquire any.*

## EMPLOYEE AND DEPENDENT DENTAL CARE BENEFIT

This benefit covers the following charges made by a licensed dentist or qualified dental hygienist for necessary dental care administered or ordered by a dentist in accordance with the fee schedule referred to in the master policy.

Charges are considered to be incurred on the date you receive the dental care; however, if a dental procedure requires 2 or more appointments, the charges for such procedure shall be considered to have been incurred on the date of the first appointment.

Eligible Charges are as follows:

### Preventive

Payable with Co-Insurance of 90%-10%

- oral examinations including scaling and cleaning of teeth, limited to one examination in any one 6 month period.
- Full mouth x-rays, limited to one set during any one 24 month period.
- Bitewing x-rays, limited to one set during any one 6 month period
- Application of fluorides and other anticariogenic substances, once during any one 6 month period
- Initial provision of amalgam, silicate, acrylic or composite fillings.
- Replacement of amalgam, silicate, acrylic or composite fillings; provided that, unless an additional tooth surface is involved, a continuous period of at least 12 consecutive months has elapsed since the date on which the filling was provided or last replaced.
- Oral surgery of a dental origin, including extractions.
- Drugs and medicines which require the written prescription of a dentist and are dispensed by a licensed pharmacist.

### Restorative

Payable with Co-Insurance of 50%

- Treatment of periodontal and other diseases of the gums and tissues of the mouth.
- Endodontic treatment (root canal therapy)
- Rebasement and relining of, or adjustments to new dentures, provided a period of at least 6 months has elapsed since the dentures were provided.
- Repair of dentures

### Major Restorative

Payable with CO-Insurance of 50%

- With Major Restorative services, the Plan will provide for removable prosthodontics services consisting of full and/or partial upper and/or lower dentures, provisional dentures, tissue conditioning, denture adjustments, AND partial denture additions.

### Dependent Orthodontics

Payable with Co-Insurance of 50%

- Dependent Orthodontic Benefits with a lifetime maximum of \$1,500.00. This benefit covers dependent children under 18 years of age for reasonable and customary charges administered by or ordered by a dentist for necessary orthodontic care.

### DEDUCTIBLE

The Deductible Amount, as indicated in the Schedule of Benefits, represents the total amount of Eligible Charges payable by you each calendar year before any amount is payable by this Benefit.

### Cost Pre-determination

As a service to you, Great West Life will review, in advance, any proposed course of treatment to determine the charges that will be covered by this plan.

### Limitations

No amount is payable

- for full mouth x-rays for children under 12 years of age;
- for education, or training in and supplies used for, dietary or nutritional counselling or dental plaque control;
- for dental treatment which is not approved by the Canadian/American Dental Association or which is clearly experimental in nature;
- for a course of dental care which commenced prior to the insured individual's effective date under this benefit.
- for procedures, appliances and restorations used to increase vertical dimension or to restore occlusion;
- for or in connection with orthodontic treatments, including correction of malocclusion;
- for repair or replacement of an orthodontic appliance;
- for facings on pontics or crowns posterior to the second bicuspid;
- for replacement of dentures mislaid, lost or stolen;
- for any appointment missed or cancelled;
- incurred as a result of any dental disease, defect or injury arising out of, or in the course of your employment.

## EXTENSION OF COVERAGE

No amount will be payable for charges incurred by an individual after the date his insurance under this Benefit terminates; except that the same amount will be payable for charges incurred within 31 days following the termination date for any dental procedure commenced prior to such date and completed within such 31 day period as would be payable if the individual's insurance had not terminated.

## CLAIMS

In order that we may process your claims promptly, please complete your claim forms carefully and send them to Great West Life Assurance Company.

## CO-ORDINATION OF BENEFITS

If you or your dependents are insured for similar benefits under another group insurance plan,

- Submit claims for your own expenses to our plan first. If our plan does not reimburse 100% of your expenses, you may then claim the balance under your spouse's/partner's plan.
- Submit claims for your spouse's/partner's expenses to your spouse's/partner's plan first. If you spouse's/partner's plan does not cover 100% of your spouse's/partner's expenses, you may then claim the balance under our plan.
- Submit claims for your dependent children's expenses to the plan of the parent whose birthday occurs first in the year, regardless of age. For example, if your birthday is in April and your spouse's/partner's birthday is in July, submit claims to our plan first. If our plan does not reimburse 100% of your expenses, you may then claim the balance under your spouse's/partner's plan.

When you use the co-ordination of benefits provision, please ensure you include information about any reimbursements you have already received.

## GENERAL LIMITATIONS

- No amount is payable for losses caused by intentionally self-inflicted sickness or injury, insurrection or war, participation in any riot, cosmetic surgery, unless due to and within 90 days of an accidental bodily injury;
- No amount is payable for which an individual is entitled to obtain benefits without charge or under any government plan.

## TERMINATION OF INSURANCE

Your insurance will cease when you terminate your employment or if the Master Policy cancels.

Your Dependents' insurance will terminate when your insurance terminates, or when he or she ceases to be eligible as a dependent. Attainment of the limiting age shall not terminate the health benefits of a child who is incapable of self-support as a result of mental retardation or physical handicap and who is dependent upon you for support and maintenance. Proof of the child's incapacity is to be submitted to Great West Life within 31 days of his attainment of the cut-off age and as required thereafter.

## DEFINITIONS

"Dependents" shall mean legal spouse, or common-law spouse/partner if named as such in a declaration to Great West Life or as beneficiary on your enrollment card, and your unmarried children up to age 21, or to age 25 if attending a recognized college or university on a full time basis.

## **AFGD-FPD PENSION PLAN**

This plan, together with C.P.P. provides retirement income and security.

The FPD Pension Plan provides retirement income based on credited service:

Credited Service means the sum of past service and future service as determined in accordance with the rules of the Plan.

## **NORMAL RETIREMENT**

The basic monthly Pension under the Company Plan is **\$20.25** per month, effective January 1, 1999, multiplied by the number of years of credited service. Pension is payable on the first of the month following an employee's sixty-fifth (65th) birthday.

## **EARLY RETIREMENT**

An early retirement option is available to employees with ten (10) years of credited service who have attained age sixty (60), or who have attained age fifty-five (55) but not age sixty (60) with combined years of age and credited service which total eighty-five (85) or more. The accrued pension at date of early retirement shall be actuarially reduced.

## **SPECIAL EARLY RETIREMENT**

Employees with at least thirty (30) years of credited service and at least age sixty-one (61) years may retire early without actuarial reduction to their pension accrued to the date of retirement.

## **SUPPLEMENTARY BENEFIT**

The Plan provides supplementary benefits to supplement basic pension income which are payable prior to the statutory benefit age of sixty-five (65) years and are not actuarially reduced in the case of early retirement at age sixty-two (62) or over, disability retirement or Special Early Retirement. The supplementary benefit of thirteen dollars and fifty cents (\$13.50) per month is multiplied by the number of years of credited service. Supplementary benefits beyond statutory benefit age are subject to a maximum of one hundred and seventy-six dollars and fifty cents (\$176.50) per month and reduced by the statutory benefit.

## **DISABILITY PENSION**

An employee who becomes totally and permanently disabled as defined in the Plan prior to his sixty-fifth (65th) birthday and who has ten (10) or more years of credited service shall be eligible to make application for a disability retirement.

## **SURVIVOR BENEFIT**

Should an employee die before retirement, and meet the age and service requirements for early retirement, the employee's **spouse/partner** will qualify for a survivor benefit calculated as if the employee had retired on the date of **his/her** death.

In the event of the death of an employee on or after **January 1, 1988**, who has at least two years' of plan membership, there must be paid a death benefit equal to the lump sum actuarial equivalent of the benefit earned in respect of credited service after **December 1, 1986**.

An employee may elect at the time **he/she** makes application for benefits to guarantee **his/her spouse/partner** a pension for life should **he/she** die after retirement. The basic pension is reduced by approximately **10%** if the employee's age and **his/her spouse's/partner's** age are the same. For age differences the pension is further adjusted, either by an increase or decrease of one half of one percent for each twelve (12) months the **spouse's/partner's** age either exceeds or is less than the employee's. Upon the employee's death, the **spouse/partner** would receive **55%** of the employee's reduced basic pension.

Employees with a **spouse/partner**, retiring on or after **January 1, 1988**, whose **spouse/partner** did not sign the prescribed waiver form will have their benefit actuarially adjusted to provide a **60%** survivor benefit.

## **VESTING**

An employee with at least two (2) years of credited service after **December 31, 1986** and whose employment is terminated is eligible at age sixty-five (65) to a benefit equal to **his/her** accrued pension at **his/her** date of termination.

## MAJOR FEDERAL BENEFIT PLANS

### THE CANADA PENSION PLAN

The Canada Pension Plan administered by the Federal Government is applicable to all employees between the ages of eighteen and sixty-five. Employee contributions are deducted by the Company from wages in accordance with the schedule published annually by the Federal Government. The Company contributes an amount equal to the employee's contribution. Upon retirement, the Canada Pension Plan pays an eligible employee a monthly income equal to 25% of the last five (5) years average of the Y.M.P.E. (Yearly Maximum Pensionable Earnings) divided by twelve.

A survivor's income clause in the C.P.P. provides an income with a maximum per month to an eligible spouse/partner under the age of 65, and a different maximum per month to an eligible spouse/partner over the age of 65. A death benefit in a lump sum payment, may be payable to an eligible surviving spouse/partner. Lastly, a monthly disability income may be payable to an eligible recipient (following a three month waiting period) where total disability preventing gainful employment is proven.

Further details concerning this plan may be obtained by contacting your nearest Canada Pension Plan Office listed in the telephone directory under Government of Canada, Human Resources Development, Income Security Programs.

### OLD AGE SECURITY (O.A.S.)

The Old Age Security Plan provides an eligible retired employee who meets certain residency requirements with an additional monthly income. O.A.S. payments are adjusted quarterly to reflect changes in the cost of living index.

Eligible member of the employee's family over the age of 65 and a spouse/partner over the age of 60 meeting the residency requirements may also qualify for Old Age Security payments.

Employment Insurance (E.I.) (Formerly Unemployment Insurance U.I.C.)

Both the Company and the employee make premium contributions to the Federal Government for Employment Insurance.

## MAJOR PROVINCIAL BENEFIT PLANS

### Ontario Health Insurance Plan (O.H.I.P.)

All residents in the Province of Ontario are covered under the Provincial Hospital Insurance Plan. The cost of this program is funded by employers and self-employed individuals through a payroll tax

O.H.I.P. provides for hospital care at the standard ward level (see also Major Medical) and other qualifying hospital expenses such as those for operating room, laboratory examinations and hospital administered drugs. There is also coverage for doctor's fees for office, home and hospital visits, surgical and anaesthetic expenses and x-rays.

For further information, contact your nearest O.H.I.P. office listed under Government of Ontario, Ministry of Health, Health Insurance in the telephone directory.

**FAMILY EDUCATION SCHEME**

This programme assists employees in educating their children by subsidizing part of the cost incurred when their children attend fee charging colleges or universities. Details of this scheme may be obtained from the Human Resources Department.

**PRESCRIPTION SAFETY GLASSES**

During the life of the current collective agreement, the Company shall provide prescription safety glasses at full cost and these glasses will be replaced not more often than once every two (2) years.

**SAFETY SHOES**

Safety Shoes shall be provided by the Company at full cost up to a maximum of \$50.00 per pair not more often than one pair in six months; or \$100.00 per pair not more often than one pair in twelve months.

**BENEFITS FOR PENSIONERS AND WIDOWS**

The Company provides a wide range of benefits to pensioners and widows/widowers. Eligible pensioners and widows/widowers automatically receive a booklet outlining these benefits from the Human Resources Department.