

# Collective Agreement

Between

Pilkington  
Collingwood, on

and

United Steelworkers of America  
ABG Div, AFL  
Local 252G

Begins:  
02/01/2001

Terminates:  
01/31/2004

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## **COLLECTIVE AGREEMENT**

**THIS AGREEMENT** made and entered into this 1<sup>st</sup> day of February, A.D. 2001.

**BETWEEN:**

**PILKINGTON GLASS OF CANADA LTD**  
Collingwood, Ontario  
hereinafter call the **“Company”**  
OF THE FIRST PART

— and —

**UNITED STEELWORKERS OF AMERICA —**  
ABG DIVISION, AFL-CIO,CLC, and its  
**Collingwood Local 252G** thereof,  
hereinafter called the **“Union”**  
OF THE SECOND PART

### **Article I** **PURPOSE**

1.01 It is the intention and purpose of the parties hereto that this Agreement covering rates of pay, hours of work, and conditions of employment will promote industrial and economic relations and establish a basis for securing cooperation and good will between the Company, the Union, and the employees.

1.02 Use of the word “employee” will be considered both male and female.

### **Article II** **RECOGNITION**

2.01 The term “employee,” as used in this Agreement, refers to hourly paid production and maintenance employees employed by the Company at its Collingwood, Ontario,

plant. These employees constitute the appropriate bargaining unit.

2.02 The term “employee,” as used in this Agreement, shall not include salaried employees, guards, office janitors, office clerical workers, or any supervisory employee with the right to hire, fire, or otherwise discipline employees or effectively recommend such action. Also excluded are stationary engineers and their helpers who are in the bargaining unit represented by the International Union of Operating Engineers.

2.03 The Union is recognized during the life of this Agreement as the Sole Collective Bargaining agency for all employees at the Collingwood, Ontario, plant.

### **Article III**

#### **UNION SECURITY**

3.01 The Company recognizes and will not interfere with the right of its employees to be members of the Union. There shall be no discrimination, interference, restraints or coercion by the Company against any employee because of their membership in the Union.

3.02 The Company agrees that all employees, upon completion of their probationary period, shall as a condition of employment become and remain members of the Union by payment of initiation fees fixed by the Constitution and Bylaws of the International Union and its Collingwood, Local 252G.

3.03 On a weekly basis, the Company will deduct from each employee’s pay, Union initiation fees and dues in the amount fixed by the Constitution and Bylaws of the United Steelworkers of America — ABG Division, AFL-CIO, CLC, and its Collingwood, Local 252G, and forward same according to the following:

- (a) Regular dues deductions shall commence with the first scheduled weekly dues deduction following employment by the Company.
- (b) The initiation fee shall be deducted from the first full pay period following the completion of the employee's probationary period.
- (c) The Company will remit the dues and initiation fees so deducted, to the financial secretary of the Local within five (5) calendar days after close of the pay period.
- (d) The Company will forward with the dues and initiation fees, a list showing the employee's name, clock number and amount of money deducted.
- (e) After the end of each month, the Company will forward to the Financial Secretary a list of employees who were hired, laid off, terminated, retired, recalled or who quit during that month.

3.04 The Union shall indemnify, defend, and save the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Company in reliance upon employee payroll deduction authorization cards submitted by the Union to the Company.

3.05 The Company shall obtain the signature of the employee, when hired, on the following dues authorization form:

**I**, the undersigned, do hereby authorize and direct **Pilkington** Glass of Canada Ltd, Collingwood, Ontario, during the life of this Agreement, to deduct from my gross earnings, accumulated to my credit from the date of signature hereof, union dues and uniform assessments as required by the constitution and bylaws of the United Steelworkers of America -- ABG Division, AFL-CIO,CLC, and its Collingwood Local 252G, and the Union initiation fee, and



to remit same each month to the Financial Secretary of Local 252G, United Steelworkers of America — ABG Division, AFL-CIO, CLC, whose receipt thereof shall be considered a discharge to **Pilkington** Glass of Canada Ltd, Collingwood, Ontario, for the amounts deducted from my earnings as authorized and directed herein.

#### **Article IV MANAGEMENT RIGHTS**

4.01 The management of the business and the direction of the working force are the exclusive function of the management of the Company.

4.02 Without limiting the generality of the foregoing, it is understood and agreed that such rights include:

- (a) The determination of the products and schedules of production, the locations of production, and the methods and sequence of manufacturing processes the right to schedule, direct, and control operations, the scheduling of hours of work and the work week, to study or introduce new or improved production methods or facilities, to determine machine speeds, and quality standards, to purchase materials, supplies, machinery used in the operation of the business, the sources from which same will be purchased, and to determine the tools, machinery, methods and equipment to be **used** and the size and make up of the work force.
- (b) The maintenance of discipline, including the right to make, alter from time to time and enforce, rules and regulation to be observed by employees; providing however, such rules and regulations shall not be contrary to the provisions of this Agreement. Before any new rules are introduced or amended, the Union shall be advised of such changes and have an opportunity to discuss same with management.

- (c) The right to hire, promote, demote, transfer, classify and assign employees, to layoff, suspend, discharge, and discipline for just cause,

4.03 The Company agrees that it will not exercise its rights in a manner inconsistent with the express provisions of this Agreement.

4.04 Settlements of Article IV, 4.03, will be binding on both parties, and will come into effect immediately upon settlement. Any alleged violation of said settlement will be dealt with at the local level, commencing, at Step 3 of the Grievance Procedure.

## **Article V UNION COMMITTEE**

5.01 The Union for the purpose of effectively representing the employees of the Company who are in this bargaining unit, will elect, and the Company will recognize and deal with, a Union Committee, called the **Local Grievance/Bargaining** Committee consisting of the President, Vice President and seven (7) members of the Local Union. The Union will provided the Company with a list of the Officers of the Local Union, and the members of the **Local Grievance/Bargaining** Committee and the company will cooperate with these employees in order that they may properly perform their duties. The Company shall furnish the Union with a list of all supervisory employees who have the right to hire, fire or otherwise discipline employees or effectively recommend such action. The Company shall notify the Union of all additions or deletions to this list of supervisory employees. Industrial Relations meetings will be held each month.

5.02 In addition to the seven (7) **Local Grievance/Bargaining** Committee members designated to represent defined geographic areas in the plant, the Company agrees to

recognize a Shop Steward for each shift and geographic area. Where a Local **Grievancemargaining** Committee Person has presented a grievance on behalf of an employee, it is understood that such Local **Grievancemargaining** Committee Person may attend meetings with management at Step 3 to discuss the grievance at the Local President's discretion.

## **Article VI** **GRIEVANCE PROCEDURE**

6.01 A grievance shall not be considered if the circumstances giving rise to it occurred or originated more than twenty (20) calendar days prior to the filing of the grievance, except in the case of an error in the calculation of wages.

6.02 Grievances properly arising under this Agreement shall be adjusted, and settled as follows:

### **Step 1**

The Local **Grievancemargaining** Committee Person shall submit the grievance to the **First Level of Management or designate**, within twenty (20) calendar days after occurrence of the matter which is the subject of the grievance. The nature of the grievance, the remedy sought and the section **or** sections of the agreement which are alleged to have been violated shall be stated in writing, signed by the Local **Grievancemargaining** Committee Person. The **First Level of Management or designate** shall have a maximum of five (5) workdays following submission of the grievance to the **First Level of Management or designate** to discuss the grievance with the Local **Grievance/Bargaining** Committee Person and give their decision.

### **Step 2**

Grievances not resolved at Step 1 will be submitted and discussed with the official of the company or their designee.

nate directly in charge of the department where the grievance arose within five (5) workdays of the **First Level of Management or designate** answer at **Step 1**. Should no **satisfactory settlement be reached within five (5) workdays**, the grievance may be submitted in writing at Step 3 within five (5) workdays following receipt of the written decision at Step 2.

### **Step 3**

Grievances not resolved at Step 2 will be submitted to the Human Resources Manager, or their designated representative, by the Local Union President or the **Local Grievance/Bargaining** Committee.

Such grievances will be discussed at the next scheduled monthly Industrial Relations Committee meeting between the **Local Grievance/Bargaining** Committee and the Plant Manager, Human Resources Manager, or their designated representatives. The Human Resources Manager, or the designated representative, shall submit written answers to the grievances within seven (7) calendar days after the scheduled monthly Industrial Relations Committee meeting is held.

### **Step 4**

Grievances not resolved at Step 3 will be submitted to the Director of Human Resources, or a designated representative, by an International Representative of the Union within fourteen (14) calendar days after receipt of the Company's Step 3 written answers. A Step 4 meeting will be held, with the **Local Grievance/Bargaining** Committee in attendance. This meeting may be a conference call. For termination grievances the Step 4 meeting will be held within thirty (30) days after receiving the submitted grievances from the Union, The Director of Human Resources, or their designated representative, shall submit written answers to the grievances within fourteen (14) calendar days after the Step 4 meeting is held.

6.03 Local **Grievance/Bargaining** Committee Persons and Shop Stewards are expected whenever possible, to settle issues and grievances on their shift without loss of working time. However, when necessary Local **Grievance/Bargaining** Committee Persons and Shop Stewards will be afforded reasonable time off from their work, to assist in the settlement of issues and grievances and in the Administration of this Agreement as may be required; provided that arrangements for such time off shall first be made with the plant management to avoid interference with the plant operations. When meetings between these representatives and the Plant Management are such that they can only be held at the plant and during the regular work hours of such representatives there **shall** be no loss of earnings to any employee participating in such meetings.

6.04 The procedure for the settlement of grievances provided for herein, and including the provisions of Article VII, shall be available to the Company, as well as to any employee or the Union. Any Company or Union policy grievance will be first discussed at Step 3 of the grievance procedure.

6.05 All time limits referred to in this Article and in Article VII shall be exclusive of Saturday, Sunday, Summer Vacation/Christmas Shutdown period and holidays recognized in this Agreement. **By mutual agreement** time limits may be extended in writing between the parties.

6.06 Clerical and grammatical errors in grievance or disciplinary action will not invalidate the grievance or disciplinary action taken.

## **Article VII ARBITRATION**

7.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation, application,

administration or alleged violation of this Agreement, including the question of whether any matter **is** arbitrable, which has **been** properly carried through all the steps of the grievance procedure, and which has not been settled may, within twenty-eight (**28**) calendar days after receipt of the Step 4 written answers covering the dispute or grievance, be referred to an Arbitrator at the request of either of the parties hereto.

**7.02** The Arbitrator will be chosen by the Company and the Union. Should the Company and the Union fail to agree on the selection **of** an Arbitrator within fourteen (14) calendar days, then the Ontario Labour-Management Arbitration Commission will be asked to appoint an Arbitrator.

**7.03** The decision of the Arbitrator shall be final and binding on both parties; however, the Arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions.

**7.04** Each of the parties to this Agreement will bear their own expenses and will jointly bear the expense of the Arbitrator.

**7.05** No person shall be appointed as an Arbitrator who has been directly involved in prior attempts to negotiate or settle the grievance.

**7.06** Unless the parties otherwise agree in writing, not more than one grievance shall be referred to the same Arbitrator at any given time.

**7.07** Either party may apply for the appointment of an Arbitrator, under the expedited arbitration provision of the Ontario Labour Relations Act.

**Article VIII**  
**NO STRIKES, NO LOCKOUTS**

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

8.02 The Company shall have the right to discharge or otherwise discipline employees who take part in or instigate any strike, picketing, stoppage, or slow-down, but a claim of unjust discharge or treatment may be the subject of a grievance and dealt with as provided in Articles VI and VII.

**Article IX**  
**DISCHARGE PROCEDURE**

9.01

- (a) The Company agrees that prior to discharging an employee, such employee will be "Suspended Indefinitely Pending Investigation". The investigation will be completed and the Union notified of the Company's decision within seven (7) calendar days.
  
- (b) The Company agrees that when it becomes necessary to discharge an employee, such employee shall at the time of their discharge be given the reasons in writing and be informed that unless a grievance is filed in writing with the Company within seventy-two (72) hours, exclusive of Saturdays, Sundays and holidays recognized in this Agreement, after such discharge, the case will be considered as closed. A copy of this notice will be furnished to the Local **Grievance/Bargaining** Committee Person for the department in which the employee

was employed, within twenty-four (24) hours. Any grievance arriving hereunder shall be processed at Step 3 of the grievance procedure.

9.02 The Local Union President shall be furnished with a copy of such discharges within forty-eight (48) hours, exclusive of Saturdays, Sundays or holidays, Summer Vacation/Christmas shutdown periods, after the discharge occurs, and if requested by the Union, a special Industrial Relations Committee meeting will be arranged within forty-eight (48) hours after receipt of such notice by the Local Union President.

9.03 Discharge or suspension grievances may be settled by confirming the management's action in dismissing or suspending 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 or an Arbitrator, if used.

9.04 The Company will assure Union representation for any employee engaged in dialogue with management personnel that has disciplinary overtones.

**9.05 The Company agrees that it will not consider any disciplinary action that is more than eighteen (18) months old for the purposes of progressive discipline, provided that there has been no further disciplinary action taken in the said eighteen (18) month period. The parties agreed 9.05 will take effect on date of ratification.**

## **Article X SENIORITY**

### **Probationary Employees**

10.01 An employee for their first four hundred and eighty (480) hours worked will be considered a probationary employee. The Company will, within seventy-two (72) hours,



give the Union in writing, the reason for the non-retention of a probationary employee. A probationary employee may be placed on any job, provided it cannot be filled by a regular employee.

10.02 A member of the local's Union committee shall be allowed sufficient time with all new employees, to explain the Union's operation during a probationary employee's orientation.

10.03 Probationary employees shall be laid off from the plant before "regular" employees are laid off.

10.04

- (a) An employee laid - off or displaced during their probationary period, and who is not reemployed by the Company within twelve (12) calendar months following the date of layoff shall be considered as a new employee if reemployed by the Company. There shall be no obligation on the Company to reemploy a laid-off probationary employee; however, if a probationary employee is reemployed within the 12-month period following layoff their "original starting date" shall prevail once they attain the status of a "regular" employee.
- (b) Initial probationary hours accumulated by a probationary employee prior to a layoff and if they are rehired within twelve (12) calendar months of layoff they shall continue on probationary hours accumulated.

### **Regular Employees**

10.05 Upon completion of the employee's probationary period, their plant seniority shall date back to their "original starting date" and they shall be considered a "regular" employee.

10.06 All employees have seniority in the Common Labour Pool (Plant Seniority) in accordance with their "original starting date".

10.07 An employee's department seniority shall commence upon being accepted as the successful applicant on a plant-wide Bid Job Posting, to fill a permanent vacancy in that department.

10.08 No employee may hold or accrue department seniority in more than one (1) department, (other than in the Common Labour Pool) at any one time. Therefore, if an employee moves into a department, other than their regular department, they shall lose all seniority in their former department at the time of entrance into such secondary department, except:

- (a) If they are disqualified by the Company **or self disqualified** within fifteen (15) days of actually working on the job, in such secondary department, or
- (b) If they are demoted back to the Common Labour Pool on a reduction of forces, from such secondary department within fifteen (15) days of actually working on the job, then they shall retain and accrue seniority in their former department but shall lose all rights in such secondary department.

10.09 Employees shall lose all departmental seniority if they are laid off from the plant and not recalled within ninety (90) calendar days.

10.10 Employees shall lose all seniority rights and be terminated for any of the following reasons:

- (a) Discharge not reversed through the grievance and arbitration procedure;
- (b) Resignation;
- (c) Retirement;
- (d) Layoff from the plant for the period specified hereunder:
  - (1) For a regular employee having less than twelve (12)

calendar months plant seniority, at the time of layoff, said seniority is lost after twelve (12) calendar months of layoff from the plant.

- (2) For “regular” employees having twelve (12) calendar months or more of plant seniority, at the time of layoff from the plant, all seniority is lost if the plant layoff extends for more than twenty-four (24) calendar months, or a period equal to the calendar days of plant seniority at the time of layoff, whichever is greater. For employees hired after January 31, 1997, having twelve (12) calendar months or more of plant seniority, at the time of layoff from the plant, all seniority is lost if the plant layoff extends for more than twenty-four (24) calendar months, or a period equal to the calendar days of plant seniority at the time of layoff, whichever is greater, no to exceed sixty (60) calendar months.
- (e) Absence without leave in excess of three (3) workdays without reason satisfactory to the Company.
- (f) In accordance with Article 11.04.
- (g) In accordance with Article 22.03.
- (h) Confirmed employment with another employer while on a leave of absence, without prior approval from the Company.

10.11 .Effective February 1, 1994, any bargaining unit **employee** who accepts a position within the Company, hut outside the bargaining unit shall continue to accrue seniority, but shall lose all seniority rights and their right to return to the bargaining unit if they do not return to the bargaining unit within six (6) months.

10.12 An employee rehired by the Company after **loss** of seniority rights shall be considered as a probationary employee.

10.13 Human Resources **will provide plant and department seniority lists on a quarterly basis.**

10.14

- (a) Departments will be reduced in the reverse order of department seniority.
- (b) Sections will be reduced in the reverse order of department seniority within the section.
- (c) The plant will be reduced in the reverse order of plant seniority.

## **Article XI LAYOFF AND RECALL**

11.01 In the case of a layoff from the plant or the voluntary quitting of an employee, three (3) workdays' notice shall be given by the Company or the employee, as the case may be. In either case, the employee shall be paid in full within seven (7) calendar days, or sooner, if practicable. It is understood that this paragraph does not apply to layoffs caused by emergencies.

11.02 Recall from layoff will be to the common labour **pool** and will be by plant seniority. In a case where a department needs more employees, they will be recalled to the department from the common labour pool according to their department seniority. When there are no employees on that department's layoff list in the common labour pool, the temporary vacancies will be filled in accordance with Article 12.04.

11.03 Employees upon being laid off from the plant, due to shutdown or reduction of forces, shall leave their address and telephone number with the Human Resources Department on a card provided for that purpose.

11.04 Layoff lists of regular employees shall be maintained by department seniority and plant seniority. In the event of

recall from layoff, the Company shall notify each employee in turn by plant seniority by the most convenient method. Normally this will be by telephone, by personal contact, by certified or registered mail. Upon any employee's failure to report their intention of returning to work within a twenty-four (24) hour period after receipt of notice, exclusive of Saturdays, Sundays and holidays and failure to actually report to work within a seven (7) calendar day period of receipt of the certified or registered mail, or upon return of the certified or registered mail, sent to the last address furnished to the Company by the employee, shall lose all seniority rights and be terminated.

## **Article XII**

### **VACANCIES, PROMOTIONS AND DEMOTIONS**

12.01 The Department Promotional Schedules shall be posted in each department, showing the steps of promotion as follows:

#### **1. DEPARTMENTS DIVIDED INTO SECTIONS**

(a) **Press Bending #2 Department will be divided into two sections:**

- 1. Pressbend #2 Section**
- 2. Sunline Section**

(b) **Lamination Department will be divided into 2 sections:**

- 1. Assembly Section**
- 2. Final Process Section**

#### **2. DEPARTMENTS WITH NO SECTIONS**

- 1. Press Bending #1 Department**
- 2. Gravity Bending Department**
- 3. Inspection Department**
- 4. Materials Department**
- 5. Maintenance Department**
- 6. Mold Shop Department**

7. Ford Warp
  8. Stores/First Aid/Booker Department
  9. Trainer Operator Department
3. DEPARTMENT AND SECTION PROMOTIONAL SCHEDULES
- a) Press Bend #2 Department
    - 1) **Furnace Section:**
      - Relief
      - Press
      - Painter Silk Screen
      - Box Person
    - 2) **Sunline Section:**
      - Sunline Setup
  - b) Lamination Department
    - 1) **Assembly Section:**
      - Mirror Mount Machine Operator
      - Relief
      - Trucker Relief
      - Assembler
      - Plastic Trimmer
      - Conveyor Feedermake-Off
    - 2) **Final Process Section:**
      - Box Person
      - Relief
      - Inspector/Packer
  - c) Ford Warp Department
    - Autoclave Operator
    - Operator Plastic Warping
    - Trucker Relief
    - Plastic Cutter
  - d) Stores/First Aid/Booker Department
    - Booker/First Aid Attendant
    - Stores/First Aid Attendant

- e) Trainer Operator Department  
Trainer Operator

Note: Manning levels for the Trainer Operator Department will be determined as per Article 12.02 of the Collective Agreement.

- f) Press Bending #1 Department  
CBG Set-up/Printer  
Relief Person-Press Bending #1  
Press Person  
Inspector/Packer
  - g) Gravity Bending Department  
Set-up (CBS)  
Relief (Bending)  
Inspector Packer  
Painter Silk Screen  
Loader/Unloader-Bending Furnace
  - h) Inspection Department  
Quality Assurance  
Random Case  
Hole Check Relief  
Examiner
  - i) Materials Department  
Auto Truck Driver  
Back-Up Auto Truck/Dock-Fork Lift (Days)  
Dock-Fork Lift  
Cullet-Fork Lift  
Final Line-Fork Lift  
Sunline-Fork Lift  
Furnace-Fork Lift  
Press Bending #1-Fork Lift  
Power Sweeper Operator  
Dock Person
- (a) (i) Employees in any department/sections will be allowed on a permanent opening only to move

within their classification by department seniority, from a 12 hour shift to an 8 hour shift or an 8 hour shift to a 12 hour shift before the permanent opening is filled by promotion. The resulting opening will be filled as per Article XII of the Collective Agreement.

- (ii) Whenever a department/sections goes to a twelve (12) hour and eight (8) hour operation, employees will be given the choice by Department Seniority, within their classification, as to their preference for either eight (8) hour or twelve (12) hour shifts. Employees must submit their shift preference and employees may change shift preference on a quarterly basis for future openings (March 1, June 1, September 1, December 1).
- (iii) Employees may be required to rotate work assignments within their classification. Trainers and Trainees may be exempt from job rotation.

12.02 The Company will determine the number of permanent jobs within each department and/or section. The Company may change the number of jobs in any department and/or section and will notify the Union of such changes so it will have the opportunity of discussing the changes with the Company.

#### 12.03 Permanent Vacancies in a Section or a Department Without a Section

When the number of permanent employees of any department and/or section is below the number required, the vacancy, or vacancies will be filled in the following manner within thirty (30) days of the IRC meeting:



## **Step 1 — Vacancies in a Section or a Department Without a Section**

- (a) The employees in the job classification immediately below where the vacancy occurs will be offered, by department seniority, the promotion to fill the vacancy. Should all of these employees refuse the promotion, it will be offered by department seniority, to the employees in the next lower classification, and so on, until the vacancy is filled.
- (b) Should all employees in a section or a department without a section, refuse the promotion, the employee with the least department seniority in the bottom classification of that department/section will be promoted to fill the vacancy, except in the case of an employee certified by the Company physician to be physically unfit to fill the vacancy.
- (c) **Self Disqualification:**
  - (i) Employees may not disqualify themselves except within the promotional schedule.
  - (ii) Employees who disqualify themselves on any step of the promotional schedule will go to the bottom job classification on the promotional schedule left vacant after all promotional steps have been filled. However, if no employee voluntarily promotes to the disqualified employee's position, then the self disqualification is null and void, and the employee will remain in the present classification.
  - (iii) Employees cannot disqualify themselves from the bottom job classification of a promotional schedule.
- (d) **Management Disqualification**
  - (i) In the event an employee is disqualified by management, they will be allowed to exercise their de-

partment seniority within their section or department without a section, to wherever their department seniority will carry them in classifications **below the classification that they are being disqualified** from, according to the promotion schedule.

**Procedure for Management Disqualification:**

- Verbal warning not reversed through grievance procedure.
  - Written warning not reversed through grievance procedure.
  - Company disqualification not reversed through grievance procedure.
- (ii) If an employee on the bottom job classification of a promotional schedule is disqualified by management decision, they shall be transferred to the Common Labour Pool and lose all department seniority.

**Procedure for Management Disqualification:**

- Verbal warning not reversed through grievance procedure.
  - Written warning not reversed through grievance procedure.
  - Company disqualification not reversed through grievance procedure.
- (e) Management disqualification will stay in affect for eighteen **(18)** months.
- (f) Employees on Workers' Compensation, Health and Accident benefits, maternity leave, and other leaves of absence will be entitled to any permanent promotion on the promotional schedule for the first six (6) months of their absence. It will be the responsibility of the **Local Grievance/Bargaining** Committee members to advise

the Company of any permanent promotions which an employee on a leave of absence has accepted. After the six-month period the employees will be frozen in the classification that they held at the time until their return to work, at which time they shall be entitled to any subsequent permanent promotions.

### **Step 2 — Intra-department Preferences • Departments With Sections Only.**

In departments with sections, after promotions are made, the permanent opening will be offered to employees of the other section or sections by department seniority before the plant-wide bid for that department is posted.

Note: One (1) move per opening.

### **Step 3 — Inspection Department Geographic Area Preference**

When a permanent vacancy occurs, inspection department employees, by department seniority, shall be allowed to move from one geographic area to another after promotions are made.

Note: One (1) move per opening.

Note: Geographic areas are: Lamination, Containment, Press Bending #2.

### **Step 4 — Plant-Wide Bid - Excluding Maintenance/Mold Shop**

- (a) Once Steps 1, 2 and 3 have been exhausted, the resulting vacancy or vacancies will be filled by plant-wide bid.
- (b) The Company will post on the plant bid job board the vacancies to be filled.
- (c) The bid will be open for a period of six (6) calendar days to provide the employees the opportunity of applying for the vacancy or vacancies.

- (d) The employee with the highest plant seniority who bids for the vacancy will fill the vacancy.
- (e) **An employee who is successful on a plant-wide bid will not be allowed to bid on another plant-wide bid for six (6) months, except under the following conditions:**
  - (i) The bottom job in the department which is being bid plant wide is a higher-paid job than the bottom job of the employee's present department.
  - (ii) When the vacancy being bid plant wide was created by the addition of a new job classification and/or process.
- (f) Until the plant-wide bid is filled, the vacancy or vacancies will be filled from the **Trainer Operator Department or the** Common Labour Pool.
- (g) Employees on **WSIB**, Health and Accident benefits, maternity leave, vacation and other leaves of absence will be required to contact the Human Resources Department to inquire of the availability of any job posting for each week absent. Failure to do so, the employee loses all rights to apply for the bid job upon their return to work. The Human Resources Department will record the employees' wishes on a form provided, with respect to the bid job and forward a copy to the Union.

#### 12.04 **Temporary Vacancies**

- (a) A temporary vacancy is a vacancy that is filled at the time the vacancy occurs by employee(s) earning straight time pay. In the case of Continental Shift employees, said employees may be earning premium rate of pay (weekend/holidays). The employees in the job classification immediately below where the vacancy occurs will be offered by department seniority on the shift that the vacancy occurs, the promotion to fill the vacancy, and the employee filling the temporary vacancy will hold the temporary vacancy until the employee that

being replaced, returns to their job. Temporary vacancies are for a maximum of six (6) months.

- (i) An employee not wanting to promote up must sign a waiver, which they cannot withdraw for six (6) months.
- (ii) After the six month period of time the employee will be eligible to withdraw their waiver and they will be eligible for the temporary opening the next time it occurs. Note: All waivers will be null and void as of the date of ratification. All employees will have seven **(7)** calendar days to resubmit their waivers and will only be able to be change every four **(4)** months thereafter. Waivers can only be withdrawn on a Monday or a Tuesday, to take effect for the next scheduled workweek. It is the responsibility of the employee to request the waiver to be withdrawn.
- (iii) The Company will provide copies of the waivers to the Grievance/Bargaining Committee person
- (iv) **An** employee will not be allowed to promote above the job classification that they have waived. As of date of ratification all current waivers are null and void and must be resubmitted as per 12.04 (a) (i).
- (v) Employees may only be moved off a temporary opening for the following reasons:
  - 1) A Plant Layoff
  - 2) Departmental cutback by seniority out of the department.
  - 3) The employee filling the temporary opening is recalled to their home department.
  - 4) The employee that was replaced returns to work.
  - 5) The employee filling the temporary opening receives a plant wide bid.

- 6) **If on a shift change, the employee filling the temporary opening will no longer hold a job when the shift change expires.**
- (b) Should all employees in a section or a department without a section, refuse the promotion, the employee with the least department seniority in the bottom classification of that department/section will be promoted to fill the vacancy, except in the case of an employee certified by the Company physician to be physically unfit to fill the vacancy. If a common Labour Pool employee is working in a section or a department without a section they have no department seniority. Therefore, they have the least department seniority and the labour pool employee with the least plant seniority will be assigned to fill the vacancy except in the case of an employee certified by the Company physician to be physically unfit to fill the vacancy.

12.05 All temporary vacancies will be reviewed at the scheduled monthly Industrial Relations Committee meeting, to determine if the temporary vacancy has become permanent.

**12.06 Vacancies and Demotions** — The Services Group will consist of Scratch Polish, Painter Housekeeper, Lunchroom Cleaners, **Screen Room**, Electrostatic Painter, **Stores/First Aid, Mirror Mount Cladder**, and Recycler Classifications.

**NOTE: Mirror Mount Plastic Applicator currently in Lamination Department will now hold the Mirror Mount Cladder Classification in the Services Group by their Plant Seniority.**

- (a) When the number of permanent employees of any classification in the Services Group is below the number required, the vacancy(s) may be filled by plant-wide bid within 30 days of the I. R. C. meeting.

- (b) In the event of a reduction of forces in any classification in the Services Group, the last successful bidder is the first to be removed from the classification and the employee will go to the common labour pool. Those employees holding any of the above-mentioned bid jobs will have until August 2, 1994, to return to the bottom classification of the promotional schedule of the department or section from which they came.
- (c) The employees will be recalled to their classification of the Services Group in the reverse order they were removed.

#### **Back-Up Positions**

- (d) Regular five (5) day, continental shift and overtime administration in each classification of the Services Group and **Stores/First Aid/Booker** Department will be done in the following manner:
  - (i) Post a plant-wide bid for the number required of back-up positions. The bid will state "Back-up Only".
  - (ii) Back-up bid will not be used as a requirement for filling permanent bids.
  - (iii) Utilize back-up employee on shift. If no back-up employee on shift, utilize Trainer Operator or Labour Pool employees.
  - (iv) When overtime is required and all Services Group and **Stores/First-Aid/Booker** Department employees in that classification have refused, a back-up employee may be utilized to cover the vacancy.
  - (v) Utilize the Back-up Booker and the Stores/First Aid Attendant to cover the 4-week training period for bid jobs.
  - (vi) Whenever a back-up employee is utilized in the

Service Group and **Stores/First-Aid/Booker** Department, the employee will return to their home department, shift and classification, with **all accrued seniority after the time period has** been completed in the back-up bid job.

- (vii) If current promotional schedule is fully manned the Company may utilize Labour Pool employees to reduce the back-log of repair.

### Article XIII

#### TEMPORARY TRANSFER AND ASSIGNMENT

##### 13.01

- (a) An employee, who has a particular **skill** which **is** needed by the Company to fill a temporary opening, may be temporarily transferred by the Company from one job to another, or to another department, without regard to seniority, provided such opening cannot be filled with a qualified employee in accordance with the regular rules of promotion or demotion. Upon completion of the work which created the temporary opening, the employee who was temporarily transferred will resume their status quo with accumulated seniority **in** their former department or previous job. Whenever a situation arises that makes necessary the use of the above, steps will be taken to correct the matter so that regular employees may be used. The only employees that have a particular skill recognized by the Company and the Union are: Fork Truck Drivers, Booker/First Aid Attendant, Stores/First Aid Attendant, Auto Truck Driver, Back-up Auto Truck Driver and two (2) employees that have Mold Shop back-up bids and Examiner.

Note: This does not apply to Maintenance/Mold Shop Departments. Fork lift drivers and Auto Truck driver



must hold Materials Department seniority, for 13.01 to be applied by the Company.

- (b) When such a transfer extends for more than thirty (30) workdays, the matter will be reviewed at the next I.R.C. meeting, in the following manner:
  - (i) Review reasons for using 13.01 (a)
  - (ii) Review the promotion schedule for proper manning and/or promotions.
  - (iii) Review for a plant-wide bid in the Department.
- (c) Under 13.01 of this Agreement, the Company advised the Union, and the Union has agreed that Auto Truck Driver, Back-up Auto Truck Driver and Fork Lift Drivers are Particular Skill Jobs.

This Policy is negotiated in order to protect the health and safety of employees in the facility by having qualified workers in these job classifications at all times.

Therefore, all work performed in said job classifications (overtime and regular time) must be performed by employees with Materials Department seniority holding a valid **Pilkington** Fork Lift Driver's License.

13.02 When an employee is temporarily assigned on a day to day basis to a higher paying job then the employee will receive the higher rate of pay for the remainder of the shift to a maximum of eight (8) hours or up to twelve (12) hours for those employees working a 12-hour shift.

When an employee is temporarily assigned on a day to day basis to a lower paying job then the employee will suffer no reduction from the rate of pay on their regular job prior to the assignment.

13.03 When employees are working their normal scheduled work week (not on overtime) and are unable to complete their work schedule because of some unscheduled event or

emergency situation in their department, the Company may assign these employees to perform work in other unscheduled sections or departments in the plant to enable these employees to complete their normal work schedule. **The Company shall not be obligated under these circumstances to pay any call-in or overtime pay to the employees normally assigned to those sections or departments.**

## **Article XIV WAGES**

14.01 All jobs covered by this Agreement have been established in accordance with "Schedule of Job Classifications and Rates," which appears as Exhibit "B" at the end of this Agreement and is a part of this Agreement. The "Schedule of Job Classifications and Rates" shall become effective with the effective date of this Agreement, and shall remain undisturbed for the life of this Agreement, except as provided below.

14.02 It is recognized that during the term of this Agreement, changing conditions or circumstances or the more effective operation of the business may from time to time cause the Company to add new jobs, eliminate existing jobs, or adjust, modify, combine, or consolidate existing jobs. In the event a new job is added, the Company will determine the appropriate job class, job title, and base rate applicable to the job. If the Company concludes that any adjustment, modification, combination, or consolidation of an existing job justifies a change in the job class, job title, or base rate of the job, the Company will determine the appropriate job class, job title, and base rate applicable to the job as revised.

14.03 Any changes arising from the actions of the Company using the procedure in Section 14.02 will be discussed with the Union and a sincere effort made to arrive at an

agreement. If agreement is not reached, the Company may put the changes into affect.

14.04 If, after a period of thirty (30) days, or such longer period as may be agreed upon by the Company and the Union, the Union claims any inequity with respect to the job class, job title, or base rate assigned the job by the Company, the Union may initiate a grievance alleging such inequity. In considering any such grievance, the parties and arbitrator, if the matter is referred to arbitration, shall determine the issue by a comparison of the rate for the new or revised job with rates paid at the plant for other jobs requiring similar skills.

14.05 Any settlement reached by the parties, or directed by an arbitrator, shall be effective as of the date the duties of the new or revised job were first performed.

14.06 **Shift Premiums:** The intent of the Company's shift differential premium rates shall be to compensate employees who are required to work undesirable shifts, where the majority of the hours of such shifts fall before 6:00 a.m. or after 6:00 p.m. To this end, the following premiums will apply.

- (a) For regular department day shifts working between 6:00 a.m. and 6:00 p.m., there will be no shift differential.
- (b) For regular department 3:30 p.m. to 11:30 p.m. shifts (8 hours), there shall be paid a thirty cents (\$.30) per hour shift differential;
- (c) For regular department 11:30 p.m. to 7:30 a.m. shifts (8 hours), there shall be paid a forty cents (\$.40) per hour shift differential;
- (d) For other than regular department shifts, hours worked between 3:30 p.m. and 11:30 p.m. will be paid at the afternoon shift differential and hours worked between

11:30 p.m. and 7:30 a.m. will be paid at the midnight shift differential.

- (e) **For continental (12 hours) shift** hours worked from 7:30 a.m. to 7:30 p.m., there shall be paid a ten cents (\$.10) per hour shift differential;
- (f) For continental (12 hours) shift hours worked from 7:30 p.m. to 7:30 a.m., there shall be paid a thirty-six cents (\$.36) per hour shift differential.

14.07 Where employees work on shifts, the shifts will be rotated every work week, except in the case of 12-hour shifts where they shall be rotated every two work weeks.

## Article XV PAY DAYS

15.01 Wages shall be paid by direct bank deposit to the Employees bank account on Thursday of every week, following the end of a pay period. When a pay-day falls on a holiday recognized under this Agreement, employees will be paid the previous day. Employees may receive their pay-stub on Thursday at the Company's pay station. Pay-stubs not picked up within seven (7) days will be mailed to the employee's current address.

### 15.02

- (a) The Company will deposit by electronic fund transfer into a maximum of two (2) accounts authorized by the employee where permissible by law.

## Article XVI HOURS OF WORK AND OVERTIME

16.01 A workweek shall be seven (7) consecutive days commencing at 11:30 p.m. Sunday and ending at 11:30 p.m. the following Sunday. A continental workweek shall be

seven (7) consecutive days commencing at 7:30 a.m. Sunday and ending at 7:30 a.m. the following Sunday.

16.02 An employee's normal scheduled workweek shall be forty (40) hours falling within a workweek or shall average forty-two (42) hours over two consecutive workweeks, for employees working a continental workweek. Employees shall be informed by their supervisor of the hours they are scheduled to work within the workweek and any changes to such schedule occurring thereafter.

### 16.03

- (a) There is no limitation on the hours that the Company may require nor a guarantee on a minimum number of hours of work.
- (b) However, no employee, except as herein provided, will be required to work more than the normal scheduled work week, as defined in Subsection 16.02 above, nor more than eight (8) hours, nor more than twelve (12) hours for continental shifts, in their 24-hour workday, without the payment of overtime with the following exceptions:

Daily overtime shall not apply in situations where an employee changes shifts within a week because of exercising seniority or voluntarily trading shifts with the approval of management.

When an employee requests a shift change and such a request is granted, the employee becomes eligible for overtime only on that shift which the employee is working when the overtime is offered.

- (c) Employees called in to work on their scheduled day *off* shall be compensated at one and one-half (1-1/2) times for the hours worked on such day.

16.04 Overtime shall be compensated at one and one-half (1-1/2) times the normal rate of pay.

16.05 Whenever employees work on Saturday or Sunday, they shall be compensated at one and one-half (1-1/2) times their normal rate of pay,

- (a) For purposes of Subsection 16.05 “Saturday” is defined as commencing at 11:30 p.m. on calendar Friday and “Sunday” is defined as commencing at 11:30 p.m. on calendar Saturday and ending 11:30 p.m. calendar Sunday. For continental shifts, “Saturday” is defined as commencing at 7:30 a.m. on calendar Saturday, and “Sunday” is defined as commencing at 7:30 a.m. on calendar Sunday and ending at 7:30 a.m. calendar Monday.

16.06 Double time shall be paid for the seventh consecutive day worked in a scheduled workweek.

16.07 Employees called in on their scheduled day off shall not be required to take time off to prevent the payment of overtime.

16.08 When two (2) or more penalty payments, other than shift premiums, might be applicable to the same hours of work, only the highest shall be paid. In no case will penalty payments be duplicated or pyramided.

16.09 When a holiday, as provided for in Article XX, falls on a day when an employee would have worked but for the holiday, such holiday shall be counted as a day worked for the purposes of computing weekly overtime. A holiday shall not be so counted for an employee who fails to qualify for holiday pay on such holiday.

16.10 Four hours actually worked constitutes a day worked in an employee’s 24-hour period.

**Article XVII**  
**REPORTING PAY AND RECALL**

17.01

- (a) An employee scheduled to work who reports for work without having been properly notified that there be no work will be reassigned, if practicable, and paid a minimum of four (4) hours at their regular base rate, or the earned rate of the job actually performed, whichever is the higher. Wages paid for which no work is performed shall not be included as time worked in the computation of overtime.
- (b) The provisions in the above paragraph shall not apply to employees who fail to work their scheduled hours on the preceding day unless such employee contacts the Company to inquire as to the availability of work on their next scheduled workday.

17.02 In situations beyond the Company's control, such as cancellation of orders, or breakdown, or in situations for which the Company cannot be fairly blamed, there is no obligation on the Company's part as set forth in 17.01 above.

17.03 Employees recalled to work for an emergency, breakdown, or immediate repair assignment after they have completed their scheduled shift and have left the Company premises shall be guaranteed a minimum of four (4) hours' pay at their base rate.

17.04 The Company assumes no responsibility for an individual who is not scheduled to work, voluntarily appearing for work in the hope that work may be available. Furthermore, employees who are in the plant prior to regular starting time and who are assigned work will be paid for such work performed prior to their regular starting time at the appropriate rate.

**Article XVIII**  
**STARTING AND STOPPING TIME**

18.01 Each employee is required to be at their work place at the start of their scheduled shift and **is** required to clock in prior to the start of their shift and to clock out at the end of their shift.

**18.02**

- (a) No employee, unless excused, shall leave their work place to wash up and change clothes until the end of their shift, or until their replacement has changed clothes and reported to take over the job. If a replacement fails to report on schedule, the employee shall notify their **supervisor** and shall remain at their post until a replacement is secured and, if necessary, shall remain an extra shift. The Company shall make an effort to secure a replacement so that the employee may be relieved after four (4) hours.

The Company will investigate all cases where an employee is forced over for the second four (4) hours in any 8-hour shift. The results of the investigation will be shared with the Union in an effort to prevent reoccurrence.

**(b) Continental Shift:**

No employee, unless excused, shall leave their work place to wash up and change clothes until the end of their shift, or until their replacement has changed clothes and reported to take over the job. If a replacement fails to report on schedule, the employee shall notify their foreman and shall remain at their post until a replacement is secured. The Company shall make an effort to secure a replacement so that the employee may be relieved after four (4) hours.

- (c) If an employee is forced over for more than one (1) hour the employee will receive a meal allowance of five



(\$5.00) dollars in the form of a voucher for the cafeteria.

18.03 It is the duty of employees to report for their regular shift unless they have previously arranged with their supervisor to be absent. If unavoidably prevented from reporting to work, they must give notice **as directed** as far as practical in advance of the time their shift goes on duty and except in cases of emergency, they are expected to report off no later than one (1) hour before their scheduled starting time.

18.04 Employees who report to work more than one (1) hour late will only be allowed to work that day with their supervisor's approval. If they are allowed to work, they will be docked for the full period of their tardiness as follows:

1 through 15 minutes	—1/4 hour's pay
16 through 30 minutes	—1/2 hour's pay

and so forth.

Employees who are not allowed to work under this Article will be considered as being suspended and as such will have Union representation made available and proper notification of the suspension shall be given to the Union.

#### 18.05 **Employee Early Pass Outs**

The following shall apply to early pass out slips:

Employees shall not leave the plant during working hours unless they receive an early pass-out slip (EPO) from their supervisor and clock their cards "in" and "out" for such periods.

The subject pass is authorization for the employee to leave the plant for a portion of a scheduled shift, the day of issue only.

Early pass-out slips must be authorized by the employee's supervisor, when in the opinion of the supervisor, the reason for the request is legitimate and satisfactorily ex-

plained. Falsification will subject the employee to disciplinary action.

The pass **will** indicate the intention to return **or** not, and employees leaving and/or re-entering the plant are required to clock their time card and present the authorization pass to the Duty Guard at the gate upon leaving and to check in with the Duty Guard when returning.

The issuance of an authorized pass-out slip in no way changes the regulation governing holiday pay, and the day of issue will be credited for eligibility.

## **Article XIX OVERTIME ADMINISTRATION**

19.01 Rules for overtime practices and procedures for all production departments are set forth in Exhibit "D" Overtime attached hereto.

## **Article XX PLANT HOLIDAYS**

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

### **First Contract Year**

April 13, 2001	—	Good Friday
May 21, 2001	—	Victoria Day
July 2, 2001	—	Canada Day
August 6, 2001	—	Civic Holiday
September 3, 2001	—	Labour Day
October 8, 2001	—	Thanksgiving Day
December 24, 2001	}	— Christmas Holiday Period
December 25, 2001		
December 26, 2001		
December 27, 2001		
December 28, 2001		
December 31, 2001		
January 1, 2002		

The Christmas holiday plant shutdown shall be from December 24, **2001** through January 1, **2002**. For 8-hour shift employees the shutdown shall commence at 11:30 p.m. on December 23, and for continental employees the shutdown shall commence at 7:30 a.m. on December 24. For continental shift employees, July 1 holiday will be celebrated on the calendar date. For 8-hour shift employees, the July 1 holiday will be celebrated on the date indicated.

### **Second Contract Year**

March 29, 2002	—	Good Friday
May 20, 2002	—	Victoria Day
July 1, 2002	—	Canada Day
August 5, 2002	—	Civic Holiday
September 2, 2002	—	Labour Day
October 14, 2002	—	Thanksgiving Day
December 24, 2002	}	Christmas Holiday Period
December 25, 2002		
December 26, 2002		
December 27, 2002		
December 30, 2002		
December 31, 2002		
January 1, 2003		

The Christmas holiday plant shutdown shall be from December 24, **2002** through January 1, **2003**. For 8-hour shift employees the shutdown shall commence at 11:30 p.m. on December 23, and for continental employees the shutdown shall commence at 7:30 a.m. on December 24. For continental shift employees, July 1 holiday will be celebrated on the calendar date. For 8-hour shift employees, the July 1 holiday will be celebrated on the date indicated.

### **Third Contract Year**

April 18, 2003	—	Good Friday
May 19, 2003	—	Victoria Day
June 30, 2003	—	Canada Day
August 4, 2003	—	Civic Holiday

September 1, 2003	—	Labour Day
October 13, 2003	—	Thanksgiving Day
December 24, 2003	}	Christmas Holiday Period
December 25, 2003		
December 26, 2003		
December 29, 2003		
December 30, 2003		
December 31, 2003		
January 1, 2004		

The Christmas holiday plant shutdown shall be from December **24, 2003** through January 1, **2004**. For 8-hour shift employees the shutdown shall commence at 11:30 p.m. on December 23, and for continental employees the shutdown shall commence at 7:30 a.m. on December 24. For continental shift employees, July 1 holiday will be celebrated on the calendar date. For 8-hour shift employees, the July 1 holiday will be celebrated on the date indicated.

When a holiday, excluding the Christmas Holiday shutdown period, falls on a Saturday or Sunday and is legally celebrated on Monday, the rules concerning holiday pay will apply on Monday.

For employees on the 12-hour continental shift, a specified holiday shall commence at 7:30 a.m. on the day of the holiday and end at 7:30 a.m. the following day.

20.02 When the Company requires an employee to work on any of the above holidays, the hours worked will be paid at the rate of time and one-half (1-1/2).

20.03 If an employee is able, willing, and available to work on a holiday, as specified in 20.01 above, and does not work because the company schedules such holiday as a non-work-day for such employee, then they shall receive for such day holiday pay in an amount equal to eight (8) hours, multiplied by their average straight-time base rate, excluding shift premiums and overtime or other penalty payments. Their

average straight-time base rate is calculated by using their last previous pay period in which they worked a minimum of sixteen (16) hours, provided they meet all the following eligibility requirements:

- (a) The employee has been employed at least four hundred eighty (480) working hours;
- (b) The employee (who is on the current payroll and is either working or on vacation when the holiday occurs) worked their last scheduled workday prior to and their next scheduled workday after the holiday; and
- (c) The employee does not fail or refuse to work when scheduled to work on such holiday;
- (d) With respect to an employee laid off on reduction of forces, or absent because of illness established to the satisfaction of the Company, such employee will not be disqualified for having failed to meet the eligibility requirements of Sub-section (b) of this Section 20.03 provided they work at least one (1) scheduled workday in either the seven (7) calendar days immediately preceding the holiday or the seven (7) calendar days immediately following the holiday.

**20.04** An employee who works on a specified holiday shall **be** paid for all hours worked on such day at the rate of time and one-half (1-1/2) pursuant to Section 20.02, and in addition, the amount which they would have been paid under Section 20.03 had they not worked.

- (a) When an employee fails to report for work as scheduled on a holiday, and is disqualified for holiday pay, and another employee works the scheduled shift of the employee who failed to report, the employee who worked a double shift shall receive additional holiday pay equal to the amount that would have been paid to the employee who was disqualified.

- (b) If two employees each work one-half the shift of the one who is disqualified, each shall receive additional holiday pay equal to one-half the amount that would have **been** paid to the employee **who was** disqualified.
- (c) Overtime work performed on such holidays caused by any other circumstances other than quoted in (a) and (b) above shall not apply.

20.05 Employees who are otherwise eligible for holiday pay will receive pay for a holiday occurring during their vacation, but will not receive pay for a holiday if the holiday occurs during other absences from employment such as layoff, sick leave, or other leave of absence except as provided in Section 20.03 above.

## **Article XXI VACATION PLAN**

### **21.01**

- (a) Employees who complete twelve (12) months of continuous service since their last hiring date with the Company shall be entitled to receive two (2) weeks vacation with pay. Vacation pay shall be four percent (4%) of the employees' gross earnings accumulated during the calendar year preceding that in which the vacation is being taken.
- (b) Employees who complete five (5) or more years of continuous service since their last hiring date with the Company shall be granted three (3) weeks vacation with pay. Vacation pay shall be six percent (6%) of the employees' gross earnings accumulated during the calendar year preceding that in which the vacation is being taken.
- (c) Employees who complete ten (10) or more years of continuous service since their last hiring date with the Company shall be granted three **and** one-half (3-1/2) weeks vacation with pay. Vacation pay shall be seven

percent (7%) of the employees' gross earnings accumulated during the calendar year preceding that in which the vacation is being taken.

- (d) Employees who complete fifteen (15) or more years of continuous service since their last hiring date with the Company shall be granted four (4) weeks vacation with pay. Vacation pay shall be eight percent (8%) of the employees' gross earnings accumulated during the calendar year preceding that in which the vacation is being taken.
- (e) Employees who complete twenty (20) or more years of continuous service since their last hiring date with the Company shall be granted four (4) weeks vacation with pay. Vacation pay shall be nine percent (9%) of the employees' gross earnings accumulated during the calendar year preceding that in which the vacation is being taken.
- (f) Effective February 1, 1994, employees who complete twenty-five (25) or more years of continuous service since their last hiring date with the Company shall be granted (4) weeks vacation with pay. Vacation pay shall be ten percent (10%) of the employees' gross earnings accumulated during the calendar year preceding that in which the vacation is being taken.
- (g) Effective February 1, **2001**, employees who complete thirty (**30**) or more years of continuous service since their last hiring date with the Company shall be granted **six (6)** weeks vacation with pay. Vacation pay shall be **twelve percent (12%)** of the employees' gross earnings accumulated during the calendar year preceding that in which the vacation is being taken.

21.02 An employee, upon leaving the company's service, or who is terminated, shall receive accumulated vacation pay in accordance with the following rules:

- (a) Employees who have completed less than twelve (12) months of continuous employment with the Company shall receive an amount equal to four percent (4%) of **their gross earnings accumulated during the preceding** calendar year and the current calendar year up to the time of their leaving or termination.
- (b) Employees who have completed more than twelve (12) months of continuous employment with the Company shall receive an amount equal to the percentage of vacation pay they are entitled to according to their years of service, multiplied by their gross earnings accumulated during the preceding calendar year and the current calendar year up to the time of their leaving or termination, but less any vacation payment already made attributable to the previous calendar year's earnings.

21.03 Employees who are off work because of illness or injury may, upon request to the Human Resources Department, receive vacation pay due them.

21.04 Vacations may only be taken during the year in which they are due.

21.05

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



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to be considered by plant seniority. Requests received after January 31 will be on a first come, first serve basis. Vacation request forms shall have a space for two alternate requests. The alternate requests on the forms received in January shall be considered before requests made after January 31.

#### 21.06

- a) However, in the event the Company shuts down the plant or any portion thereof, for any reason covering a specific period, then such period of shutdown may be designated by the Company as a vacation period and those employees who are eligible for vacation and not required for work during such shutdown period, shall take their vacations at that time even if they have previously received their vacation pay under Sub-section 21.08(b) hereunder.
- b) If the Company shuts down the plant or any portion thereof for a two (2) week shut down, the Company agrees that it may only designate one of such weeks as a vacation period. Those employees who are eligible and not required for work during such shut down period shall take a minimum of one (1) week of vacation at the time of the shut down even if they have previously received their vacation pay under Sub-section **21.08 (b)** hereunder, and will have the option of taking the second week as vacation or as a voluntary layoff. The employees must apply, in writing, for the voluntary layoff at least two (2) weeks prior to commencement of the summer shutdown period. It is understood and agreed that the regular rules with respect to layoff and recall as contained in Article X and Article XI will not apply during the shutdown period.

#### 21.07

- (a) No vacation period of less than one (1) week shall be

granted. However, in the case of an employee who is entitled to three and one-half (3-1/2) weeks' vacation, the one-half (1/2) **week** must be taken in no **less** than a period of three (3) consecutive days. **It is** understood that an employee's normal workweek constitutes a vacation week for employees who are not on continental shifts. For employees on the 12-hour shift the one-half (1/2) week must be taken in no less than a period of two (2) consecutive workdays.

- (b) For employees who are on the 12-hour continental shifts, a vacation week coincides with the scheduled workweek of such employee.

21.08 Vacation payment shall be made as follows:

- (a) The terminated employee, eligible for vacation payment, shall be paid not later than the next regular pay-day.
- (b) Any vacation pay for which an employee is eligible will be paid by the last weekday in January. Any employee taking vacation in January (prior to the normal distribution of vacation pay) shall have vacation pay made available on the last payday prior to taking vacation.

21.09 Where a plant holiday, as specified in Article XX, Section 20.01 falls during the vacation of an employee, the employee shall be given a workday off for the holiday that is not earlier than or later than thirty (30) calendar days from the date on which the holiday was to be celebrated. The employee's wishes shall be taken into account in selecting such day.

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

21.11 Vacation requests shall have priority over requests for leave of absence when the same week is requested.

21.12 Employees may cancel their vacation up to **Seven**

**(7) calendar days** prior to the beginning of their vacation after which time they will be scheduled on vacation, except due to extenuating circumstances.

## **Article XXII LEAVES OF ABSENCE**

22.01 Regular employees may be granted a leave of absence for good cause without pay and at the termination of such leave they shall be entitled to resume their accumulated seniority status. It is the policy of the Company not to encourage leaves of absence, and they will be granted only in the interest of the employee's health and welfare or where extreme personal necessity or circumstances in their immediate family justify such a leave. No leaves will be granted to work for another employer or for employees to go into business for themselves.

22.02 Employees shall make application for leaves in writing to the Company at least seven (7) days ahead of such leaves except for emergency reasons acceptable to the Company.

22.03 Employees off work due to bona fide illness or accident shall automatically be carried on "sick" leave of absence as long as such leave is supported by medical evidence submitted each thirty (30) days of such illness; but in no event will such leaves exceed two (2) years or a period equal to the employee's calendar days of plant seniority at the time the sick leave commenced (not to exceed one hundred and twenty (120) calendar months).

22.04 Absence without leave will subject the employee to disciplinary action.

22.05 Any employee of the Company covered by this Agreement who shall be granted a leave of absence for the purpose of becoming a full-time employee of the Union, shall retain and accumulate seniority while so employed. If

they make application for reinstatement with the Company within fifteen (15) days after the termination of such employment, they shall have the right of reemployment in the **department where formerly employed with full seniority** rights in accordance with the promotional schedule for that department. If such employee fails to apply within such fifteen (15) days, they shall lose their seniority and cease to be an employee. No more than one (1) employee may be on leave of absence for the purpose of working for the Union during the life of this Agreement.

22.06 Employees shall be granted upon request, parental leave of absence in accordance with the "Ontario Employment Standards Act" and any other applicable government legislation. During the leave of absence, the employee's plant and department seniority shall accumulate. Upon return to work, the employee will assume the position on the section Promotional Schedule they held prior to the leave of absence or if there has been a reduction of forces in the section or department, employees will assume the position which their plant or department seniority will allow. Two weeks' notice will be required before returning to work. A physician's certificate is required stating the employee who gave birth to a child is in good health and able to perform her normal duties of work. The parental leave provisions of the Ontario Employment Standards Act as they were written on January 1, 1996, shall be deemed to be incorporated into this Collective Agreement.

### **Article XXIII**

#### **REST AND LUNCH PERIODS**

23.01 Employees will not be required to remain on duty in their department or to perform work during the lunch period of the job to which they are assigned unless they are paid for the time worked.

23.02 Employees who are provided with a lunch period shall be granted, in addition, one 10-minute rest period whenever uninterrupted work is required for four (4) hours or more.

23.03 Employees who are not provided with a lunch period shall be granted two 10-minute and one 15-minute rest periods during each 8-hour shift. Employees on 12-hour shifts shall be granted four 10-minute and one 15-minute rest periods during each 12-hour shift. The furnace loaders on the gravity windshield operation and the relief person for such loaders shall receive eleven 15-minute rest periods during each 12-hour shift.

23.04 Employees shall not leave the plant during their lunch period unless they receive permission from their supervisor and clock their cards "out" and "in" for such periods.

#### **Article XXIV PHYSICAL EXAMINATIONS**

24.01 **All** new employees will be required to take a physical examination. Such examinations will be given by the Company's physician at the Company's expense.

24.02 Physical examination of employees may be made from time to time by the Company's physician at the Company's expense. **All** examinations shall be scheduled during an employee's normal working hours, with the employee suffering no loss of pay. **If the Employee is** on the afternoon shift, on the midnight shift or on their day off, **the employee** shall be paid two (2) hours pay at their average straight-time base rate **as** defined in Section 20.03. Employees may obtain, upon request, copies of the reports of their physical examination. The Union shall be notified of all examinations requested by the Company under Article 24. **The Company agrees that the provisions of Article 24.03 will be applied in accordance with the terms and conditions**

of the Ontario Human Rights Code and other applicable legislation.

**24.03** All employees who have been off **work** because of illness or non-industrial accident may be required to submit a statement from a qualified physician verifying the illness.

**24.04** Prior to returning to modified duties, an employee who has been absent due to a work related injury must produce a Functional Abilities Form (FAF) outlining his/her physical abilities. Prior to returning to regular duties, an employee, who has been absent due to a work related injury must produce a Doctor's statement confirming he/she is fit to return to his/her regular duties.

## Article XXV SAFETY AND HEALTH

25.01 The Company will make reasonable provisions for the safety and health of employees at its plant. The Company and employees shall comply with all applicable Federal and Provincial Health and Safety legislation and regulations.

25.02 Employees are to comply with all safety rules and to cooperate with management in enforcing safety measures.

25.03 Suggestions as to protection against injury will be welcomed by the Company from its employees. A Joint Health and Safety Committee shall be established which is composed of a maximum of six (6) hourly and six (6) salaried members. The Health and Safety Committee shall hold regular monthly meetings to identify hazardous situations and make recommendations to the Company on Health and Safety issues. Minutes shall be taken at all meetings and copies shall be made available to all Committee members and the Union President and posted on the Health and Safety

bulletin board. The Health and Safety Committee shall monthly review all lost time accidents, medical aid claims and near misses to determine causes and propose methods of reducing the number of accidents and medical aid claims.

25.04 The supervisor in each department will arrange to provide such safety equipment for employees as has been determined necessary. Employees must wear and/or use such equipment as is provided for their jobs. Should such safety equipment, as furnished by the Company, wear out, it shall be replaced by the Company provided the worn-out item is returned to departmental supervision.

25.05

(a) Any employee who is injured on the job so seriously that the physician determines the employee cannot return to work the same day shall be paid their base rate including shift premiums and overtime or other penalty payments only for the time lost from their scheduled shift that day as a result of such injury.

(b) The proper documentation will be generated and forwarded within seventy-two (72) hours by the Company, to ensure expediency in the injured employee's ability to receive their benefits.

25.06 Employees must report all work injuries as soon as possible to First Aid giving all details concerning the injury.

25.07 The Company shall provide the Union President and the **WSIB Union Representative** with copies of all Workers' Compensation Employer Reports of Injury or Illness.

25.08 The Company shall provide information, instruction and supervision to employees to protect their health and safety.

5.09 Health and Safety grievances will be processed beginning with Step 3 of the grievance procedure.

### **25.10 Subsequent Medical Treatment**

The Company will assume the responsibility of scheduling all subsequent medical treatment required by an employee who has incurred an on-the-job injury as follows:

- (1) All subsequent medical treatment will be scheduled, if possible, when the employee is scheduled to work.
- (2) If an appointment can be scheduled as in (1) above, the Company will pay the difference in the employee's base rate and what the **Worker's Safety Insurance Board** pays for the time lost that day as a result of the medical treatment.

## **Article XXVI PERSONAL CLOTHING AND TOOLS**

26.01 Employees shall be expected to provide proper work clothing as required by their job and to launder and maintain same.

26.02 Employees who are required to wear safety footwear in the performance of their job shall be given an annual footwear allowance. Such allowance shall be paid to a regular employee on the first available pay day after February 1 of each year. Each probationary employee will be given the safety footwear allowance on the first available payday after they have completed their probationary period and become a regular employee. Regular employees who are not on the active payroll on February 1 of any year shall receive their footwear allowance on the first available pay day after they return to work provided they return prior to the next February 1. Effective February 1, **2001**, the annual safety footwear allowance shall be increased from **one hun-**



**dred and ten dollars (\$110.00) to one hundred and fifteen dollars (\$115.00).** Effective February 1, **2002**, the annual safety footwear allowance shall be increased to one hundred **and twenty** dollars (**\$120.00**). Effective February 1, **2003**, the annual safety footwear allowance shall be increased to one hundred and **twenty** five dollars (**\$125.00**).

### **26.03 Company Furnished Clothing and Safety Shoes.**

1. **Coveralls** — The Company will provide no more than fourteen (14) pairs of coveralls on a lend-lease basis for use by employees performing the following jobs.
  - (a) Sun-Line Cleaning
  - (b) **Sun-Line** Set-up
  - (c) **Press Bend 2** Cleaning
  - (d) **Cleaning Racks**
  - (e) **Bending Set-up (CBS)**
  - (f) Light-up Benders
  - (g) Bending Furnace Cleaning
2. **Safety Footwear** — On an annual basis, the mirror mount operators **and auto claye operators** will be required to purchase their first pair of safety footwear and, when said footwear wears out and is returned to the Company, it will be replaced at no charge to the employee.

## **Article XXVII BULLETIN BOARDS**

27.01 Employees are expected to watch the bulletin boards for notices, announcements, and other information.

27.02 The Company has installed six (6) **8'** x **4'** lockable glass bulletin boards for the posting of notices pertaining to the Union and its members.

**Article XXVIII**  
**BEREAVEMENT PAY**

28.01 Employees who are on the current payroll and are either working or on vacation at the time a death occurs in their immediate family (meaning their father or stepfather, mother or stepmother, father-in-law, mother-in-law, spouse, son, daughter, brother, sister, grandparents, stepson or stepdaughter, **grandchildren**) shall, effective **date of ratification** be given a payment of **three hundred dollars (\$300.00)**. Such payment shall not be included in any computation of premium pay, overtime, holiday pay, shift premium or other penalty premiums

**Article XXIX**  
**JURYDUTY**

29.01 When employees are summoned for jury duty, they shall be compensated for the hours they would normally have worked on the day or days they are on jury duty, in accordance with the following formula: the Company will pay such employees an amount equal to the number of hours which they would otherwise have been regularly scheduled to work multiplied by their regular base rate, excluding any premiums, overtime, or other penalty premiums, but shall deduct from such amount any court fee received by the employees for such jury duty. If the employees work on all or any part of a day in which they are engaged in jury duty, they shall not receive any compensation under this section for hours actually worked nor will the court fee be offset against earnings for such hours worked.

29.02 To be eligible for such payment, employees must furnish the Payroll Department with a written statement from the appropriate public official listing the dates and the amount received for jury duty.

**Article XXX**  
**EXHIBITS**

30.01 Attached to and forming part of this Agreement are the following Exhibits:

- Exhibit "A" — Shift Schedules
- Exhibit "B" — Hourly **Base** Rate Structure
- Exhibit "C" — Inactive Job Classes
- Exhibit "D" — Overtime
- Exhibit "E" — Cost Of Living Allowance
- Exhibit "F" — Maintenance Agreements
- Exhibit "G" — Mold Shop Agreements
- Exhibit "H" — Selection **Of** Group Leaders
- Exhibit "I" — Breakdown Agreement
- Exhibit "J" — Union Program Support Position
- Exhibit "K" — Group Leaders And Set Up  
Starting Times
- Exhibit "L" — Hours Of Work And Payment **Of**  
Union President
- Exhibit "M" — Technological Change
- Exhibit "N" — Health Care/Weekly Indemnity  
Committee
- Exhibit "O" — Pension Plan Advisory Committee
- Exhibit "P" — Training
- Exhibit "Q" — Application and Modification of  
Agreement
- Exhibit "R" — 10 Hour Shift Agreement

30.02 Attached to and forming part of this Agreement are the following supplemental agreements:

- Supplemental Agreement 1 — Group Insurance Coverage
- Supplemental Agreement 2 — Pension Plan

**Article XXXI**  
**SAVING PROVISION**



31.01 In the event that any of the provisions of the new **Collective Agreement** are in conflict with any valid and applicable Federal or Provincial law or regulation now existing or hereinafter enacted, it is agreed that such law or regulation shall supersede the conflicting provision without in any way affecting the remainder of the Collective Agreement.

**Article XXXII**  
**TERMINATION**

32.01 The foregoing constitutes an agreement between the Company and the United Steelworkers of America — ABG Division, AFI, CIO, CLC, and Local 252G thereof. ~~This Agreement is to become effective as of February 1, 2001, and shall continue in full force and effect until 11:59 p.m., on January 31, 2004, and shall continue in force from year to year thereafter until terminated, provided as follows:~~

32.02 Either party desiring to discontinue, renew or amend this Agreement may give notice in writing to the other party of its intentions at least thirty (30) days, but not more than ninety (90) days prior to its above-stated expiry date.

32.03 If notice of the intention to discontinue, renew or amend is given by either party pursuant to the provisions of the preceding section, negotiations shall commence not later than fifteen (15) days after such notice or as soon thereafter as it is mutually agreed by the parties. It is further agreed that proposed changes or new agreements shall be presented not later than the first day of the negotiations by the party serving notice.

32.04 If pursuant to such negotiations, an Agreement is not reached on a renewed or amended Agreement prior to the expiration date, the Agreement shall continue in effect in

accordance with the terms of the Ontario Labour Relations Act.

Signed and accepted **this 08<sup>th</sup> day of May 2001**, at Collingwood, Ontario.

**United Steelworkers of  
America, ABG Division  
AFL-CIO, CLC  
and its Collingwood  
Local 252G**

By John Chamelot  
Staff Representative

By Dale Hogg  
President  
Local 252-G

By Eammon Paterson  
**Vice** President  
Local 252-G

Bargaining Committee Persons:

By Brian Bartja

By David Fox

By J. Michele Inglis

By Lloyd Eagles

By Bill Coulson

By **Jim** Hammond

By Bill Scott

**Pilkington Glass  
of Canada Limited.  
Collingwood, Ontario**

By Randall D. Berg  
Vice Pres —  
Labor Relations

By David Barchick  
Director Human  
Resources OE

By Lawrence E. Inguagiato, Jr.  
Manager - Retirement  
Planning

By **Joe Garton**  
Plant Manager

By Murray MacAlpine  
Human Resources Manager

By S. Evelyn Reid  
Labor Relations Specialist

**“EXHIBIT ‘A’”  
SHIFT SCHEDULES**

Schedules	Hours of Work	Days of the Week					Days of the Week					Days of the Week					Days of the Week													
		S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
Schedule No.1	7:30am-3:30pm	1	1	1	1	1																								
Schedule No.2	7:30am-3:30pm 3:30pm-11:30pm	1	1	1	1	1		2	2	2	2	2																		
Schedule No.3	3:30pm-11:30pm 11:30pm-7:30am	1	1	1	1	1		2	2	2	2	2	1	1	1	1	1													
Schedule No.4	11:30pm-7:30am 7:30am-3:30pm	1	1	1	1	1		2	2	2	2	2	1	1	1	1	1													
Schedule No.5	11:30pm-7:30am 7:30am-3:30pm 3:30pm-11:30pm	1	1	1	1	1		2	2	2	2	2	3	3	3	3	3	3	3	3	3	3								
Schedule No.6	7:30am-7:30pm 7:30pm-7:30am	C A	B D	B D	A C	A C	B D	B D	B D	A C	A C	B D	B D	A C	A C	A C	D B	D B	C A	C A	D B	D B	D B	D B	C A	C A				
Schedule No.7	7:30am-7:30pm	K	M	M	K	K	M	M	M	K	K	M	M	K	K	M	M	K	K	M	M	M	K	K	M	M	K	K		

“Note: On the two shift operation, the default shift will be ‘schedule2’.”

“The Company will advise employees one week prior to scheduling them to ‘schedule3’ or ‘schedule4’”

“Duration of this change will not extend for more than two (2) weeks, where upon the employees will return to ‘schedule2’.”

“For 10 hour shifts see Exhibit ‘R’.”

	M T W T F S S	M T W T F S S	M T W T F S S	M T W T F S S	M T W T F S S			
7:30am								
-	B B C C	C C D D	D D E E	E E A A	A A B B			
3:30pm	E E E E E	A A A A A	B B B B	C C C C C	D D D D D			
3:30pm								
11:30pm	A A A A A	B B B B B	C C C C C	D D D D D	E E E E E			
11:30pm								
7:30am	D D D D D	E E E E E	A A A A A	B B B B B	C C C C C			
11:30pm-11:30am		B B	C C	D D	E E			
11 30am-11 30pm		C C	D D	E E	A A			
Davs	B	B B A A	C C C B B	D D C C	E E E D D	A A A E E		
Off	C C C	D D	D D D	E E	E E E	A A A A A	B B B B B	C C
		E E	A A		B B		C C	D D

**EXHIBIT "B"**  
**LOF GLASS OF CANADA LTD. — COLLINGWOOD PLANT**  
**HOURLY BASE RATE STRUCTURE**

	<b>Eff.</b> <b>Feb. 5,</b> <b>2001</b>	<b>Eff.</b> <b>Feb. 4,</b> <b>2002</b>	<b>Eff.</b> <b>Feb. 3,</b> <b>2003</b>
<b>Production Rates</b>			
A Relief — Pressbend #2	18.99	19.46	20.04
Sunline Set-up			
Mirror Mount Machine Operator			
CBG Set-upprinter			
Setup (CBS) — Gravity			
Relief — Gravity			
Quality Assurance			
Relief — Pressbend #1			
Auto Truck Driver			
Booker/First Aid			
Stores/First Aid			
Trainer Operator			
Auto Clave Operator			
B Relief Assembly	18.73	19.20	19.78
<b>Box Person — Final Process</b>			
Relief — Final Process			



**EXHIBIT "B"**  
**LOF GLASS OF CANADA LTD. — COLLINGWOOD PLANT**  
**HOURLY BASE RATE STRUCTURE**

		<b>Eff. Feb. 5, 2001</b>	<b>Eff. Feb. 4, 2002</b>	<b>Eff. Feb. 3, 2003</b>	B
<b>Production Rates</b>					
	Inspector Packer — Final Process				
	Operator Plastic Warping				
	Random Case — Examiner				
	C Examiner	18.53	18.99	19.56	
	Hole Check Relief				
	Press — Pressbend #2				
	Painter Silk Screen — Pressbend #2				
	Trucker Relief (Assembly)				
	Assembler				
	Press — Pressbend #1				
	Inspector Packer — Gravity				
	Painter Silk Screen — Gravity				
	Trucker Relief — Ford Warp				
	Dock — Fork Lift				
	Cullet — Fork Lift				
	Final Line — Fork Lift				

**EXHIBIT "B"**  
**LOF GLASS OF CANADA LTD. — COLLINGWOOD PLANT**  
**HOURLY BASE RATE STRUCTURE**

		<b>Eff.</b>	<b>Eff.</b>	<b>Eff.</b>
		<b>Feb. 5,</b>	<b>Feb. 4,</b>	<b>Feb. 3,</b>
		<b>2001</b>	<b>2002</b>	<b>2003</b>
<b>Production Rates</b>				
	C Sun Line — Fork Lift			
	Furnace — Fork Lift			
	Press Bending — Fork Lift			
	Backup Auto Truck/Dock— Fork Lift (Days)			
	Plastics Cutter			
	Box Person-Press Bend #2			
	D Loader/Unloader — Gravity	18.41	18.87	19.44
	Plastic Trimmer			
	E Conveyor Feeder make-off	18.21	18.67	19.23
	Dock Person			
	Tub Loader/Unloader			
	Power Sweeper Operator			

**REPAIR AND MAINTENANCE**

General Maintenance	20.69	21.21	21.85
Maintenance — A	19.59	20.08	20.68
Maintenance — B	19.38	19.86	20.46
Maintenance — C	19.09	19.57	20.16
Maintenance — D	18.95	19.42	20.00
Maintenance — E	18.82	19.29	19.87

**MOLD SHOP RATES**

Mold Repair — A	20.17	20.67	21.29
Mold Repair — B	19.13	19.61	20.20
Mold Repair — Utility	18.93	19.40	19.98

**SERVICES GROUP**

Screen Room	18.73	19.20	19.78
Electrostatic Painter	18.82	19.29	19.87
Scratch Polish	18.53	18.99	19.56
Recycler	18.82	19.29	19.87
Painter/Housekeeper	18.82	19.29	19.87
Mirror Mount Cladder	18.53	18.99	19.56
Cleaner/Lunchroom	18.21	18.67	19.23

## **EXHIBIT "B"**

(cont.)

### **1. Group Leader Hourly Base Rate:**

Effective February 1, 2001, group leaders, if used, shall be paid a base hourly rate that is **one dollar (\$1.00)** per hour more than the base hourly rate of the highest job class on the Promotional Schedule in their section or department without a section.

### **2. Hiring Rate:**

Effective February 1, 1986, employees (including temporary summer employees) hired on or after that date shall be paid one dollar (\$1.00) per hour less than the applicable occupational base rate for their first four hundred and eighty (480) work hours.

### **3. Training Premium:**

- a) Effective February 3, 1997, there shall be a trainer's premium of twenty-five cents (\$.25) per hour paid to all production employees who are utilized to train another employee on their job. The supervisor will advise the employee prior to the training assignment that they are to receive the trainers premium.
- b) Effective February 3, 1997, all General Maintenance employees who are qualified and have a valid Department of Labour Trade Certificate shall be paid a training premium of five cents (\$.05) per hour for all hours worked.

### **4. Skilled Trades Premium:**

Effective February 3, 1997, a General Maintenance person who is qualified and has a valid Department of Labour Trade Certificate shall be paid fifty cents (\$.50) per hour in addition to the General Maintenance base rate.

### **General Increases:**

5. Effective February 1, 2001, all production, repair and maintenance, Mold shop and labour services hourly

base rates shall be increased by **two and one half percent (2.5%)** per hour.

6. Effective February **1, 2002**, all production, repair and maintenance, Mold shop and labour services hourly base rates shall be increased by **two and one half (2.5%)** per hour.
7. Effective February **1, 2003**, all production, repair and maintenance, Mold shop and labour services hourly base rates shall be increased by **three percent (3.0%)** per hour. Special Increases:
8. Effective February **1, 2001**, **Auto Clave Operators in Ford Warp shall be upgrade from “B” to “A” rate.**
9. **Job Modification:**  
The job classification of Booker/First Aid Attendant will be modified to ensure first aid coverage in the plant at **all times**. This modified job classification of Stores/First Aid Attendant shall be paid Production Rate “A”.

**EXHIBIT "C"**  
**INACTIVE RATES**

<b>Prod. Job Class</b>	<b>Job Titles</b>
<b>A</b>	Bender Set-up <b>Furnace Operator - (Press Bend #1)</b> <b>Wheel Dresser</b>
<b>B</b>	Bender <b>Laboratory Assistant</b>
<b>C</b>	Examiner -- Gauge (Finished Glass) Examiner -- Packer (Finished Glass) AGR -- Fork Lift Wirelaying Solderer (Plastic) Utility -- Sunline CBS Pre-Examiner (Glass) Hand Cutter Edge-Chip Examiner Warp Oven Operator Pigtail Solder-Welder Crane Person Breaker -- Indexer -- Operator Sawyer Lumber <b>Machine Operator - Sunline</b> <b>Grinder/Seamer (Production or Repair)</b> <b>Mirror Mount Plastic Applicator</b> <b>Repair (Relief) BLS</b> <b>Relief Sun Edging</b> <b>Relief (Tufflex CBS)</b> <b>Repair Person (Sunline)</b>
<b>D</b>	Operator/Flat Glass Cutting Machine Pigtail Continuity Checker Relief Person -- Safely <del>Car</del> Bracer Relief Person -- Safely

**Prod. Job****Class      Job Titles**

D	Loader (Cars of Truck) Washer Feeder Packer Warping Set-up Person (Loader)
E	General Labourer Nail Hand or Machine Temperature Control Utility - Safeply Washer Inspector Warping Unloader <b>Tub</b> Loader/Trimmer Power Truck Operator (Not handling glass) Transporters Operator <b>Box</b> Stuffer and Wirer <b>Supply</b> Glass Unpacker Mirror Mount Installer Hole Driller Conveyor Feeder/Take off - Bending Utility-Lamination Pre-Press Operator AGR Packer Edge Trimmer Final Washer Wiper

**EXHIBIT "D"**  
**OVERTIME**

**OVERTIME PROCEDURE**

- 1. 8-HOUR SHIFT OPERATION**
  - (i) Week Day Overtime (day to day)
  - (ii) Weekend Overtime
- 2. CONTINENTAL 12-HOUR OPERATION**
- 3. LABOUR POOL OVERTIME**
- 4. MISCELLANEOUS OVERTIME ITEMS**
  - (a) Cooling Down Procedure — Furnaces and Auto-clave
  - (b) Lite-up Procedure
- 5. MATERIALS DEPARTMENT OVERTIME**
  - 1. 8-HOUR SHIFT OPERATIONS**
    - (i) Week Day Overtime:**
      - a First Four (4) Hours:**
        1. First offered by department seniority to the employee(s) assigned to that particular job and shift. (As identified by where overtime is required).
        2. Promote up in accordance with 12.04.
        3. The resulting vacancy will be offered by department seniority, to the employee(s) on that shift, in that section/geographical area, whichever is applicable.
        4. Next offered by department seniority to the employee(s) on that shift, in that department, if applicable.
        5. The employee with the least department seniority, on that shift, **shall** be required to fill the vacancy, however, should there



be employees with no department seniority working in the department, they will be offered the overtime in order of plant seniority, and the employee with the least plant seniority shall be required to fill the vacancy.

**b Second Four (4) Hours:**

1. First offered by department seniority, and then by plant seniority to employees who have volunteered and are scheduled in that section/geographic area, if applicable, on the incoming shift.
2. Next offered by department seniority and then by plant seniority to those employees who have volunteered and are scheduled in that department, on the incoming shift.
3. Call all remaining employees in the department, on their days off, who have volunteered by department seniority to fill the opening.
4. Call the 8-hour incoming shift by plant seniority. Call the 12-hour shift by plant seniority on their day off.
5. Finally, if a replacement is not secured to relieve the employee who stayed over, the employee will remain for the remainder of the shift.

**(ii) Weekend Overtime: (Saturday/Sunday)**

1. First offered by department seniority to the employee assigned to that particular job classification and shift that week in that section/geographic area.

- 2. Next offered by department seniority and then by plant seniority to the employees assigned to that shift that week in that section/geographic area.
- 3. Next offered by department seniority to the remaining employees in the section/geographic area.
- 4. Next offered by department seniority and then by plant seniority to the remaining employees in the department.
- 5. Finally offer the overtime by plant seniority.

**2. CONTINENTAL 12-HOUR OPERATION**

Until a replacement is secured, the following three (3) steps shall apply:

- 1. First offered to the employee on the job, on that shift.
- 2. Offered next to the employee with the most department seniority on that shift in the effected department/section.
- 3. If necessary, the employee with the least department seniority, on that shift, shall be required to fill the job; however, should there be employees with no department seniority working in the department, they will be offered the overtime in order of plant seniority, and the employee with the least plant seniority shall be required to fill the job.

**Note:**

The following procedure applies to all employees on a Continental Shift Schedule as long as the employee is not scheduled to work within twelve (12 hours)

- 1. First offered by department seniority and then by plant

- seniority to employees assigned and who have volunteered in the section/geographic area on the corresponding shift and who are on their scheduled day off.
2. Next offered by department seniority and then by plant seniority to employees assigned and who have volunteered in the section/geographic area and who are on their scheduled day off on the opposite shift.
  3. Next offered by department seniority and then by plant seniority to employees assigned and who have volunteered in the department on the corresponding shift and who are on their scheduled day off.
  4. Next offered by department seniority and then by plant seniority to employees assigned and who have volunteered in the department and who are on their scheduled day off on the opposite shift.
  5. (a) **Week-End Overtime:**  
Next offered by department seniority to the department employees on the other shifts.
  - (b) **Week-Day Overtime:**
    1. 7:30 AM to 11:30 AM ask 11:30 PM to 7:30 AM shift to stay over
    2. 11:30 AM to 3:30 PM call-in 3:30 PM to 11:30 PM shift
    3. 3:30 PM to 7:30 PM ask 7:30 AM to 3:30 PM shift to stay over.
    4. 7:30 PM to 11:30 PM call-in 11:30 PM to 7:30 AM shift.
    5. 11:30 PM to 3:30 AM ask 3:30 PM to 11:30 PM shift to stay over.
    6. 3:30 **AM** to 7:30 AM call-in 7:30 AM to 3:30 PM shift.

6. Next offered by plant seniority to any employee on the continental shift who has volunteered on the corresponding shift and who is on their scheduled day off.
7. Next offered by plant seniority to any employee on a continental shift who has volunteered on the opposite shift and who is on their scheduled day off.
8. (a) **Week-End Overtime:**  
Finally, offered by plant seniority to employees, who have volunteered, not on a continental schedule. This step applies only on the two shifts on Saturday and the first shift on Sunday.
- (b) **Week-Day Overtime:**
  1. 7:30 AM to 11:30 AM ask 11:30 PM to 7:30 AM shift to stay over
  2. 11:30 AM to 3:30 PM call-in 3:30 PM to 11:30 PM shift
  3. 3:30 PM to 7:30 PM ask 7:30 AM to 3:30 PM shift to stay over.
  4. 7:30 PM to 11:30 PM call-in 11:30 PM to 7:30 AM shift.
  5. 11:30 PM to 3:30 AM ask 3:30 PM to 11:30 PM shift to stay over.
  6. 3:30 AM to 7:30 AM call-in 7:30 AM to 3:30 PM shift.
3. **LABOUR POOL OVERTIME**
  - A. A notice shall be posted if additional personnel are required for labor pool work. Work will be assigned to those volunteers in accordance with their plant seniority.
4. **MISCELLANEOUS OVERTIME ITEMS**
  - A. **Cooling Down Procedure — Furnaces & Autoclave**

Normal procedure for cooling down or shutting down equipment, i.e. furnaces and autoclaves will be done by the employees staying over on the last scheduled shift.

**B. Lite-up Procedure**

Normal lite-up procedures will be followed by utilizing those employees scheduled for the upcoming week. This clause does not cover Vacation shut-downs, Christmas Holiday Plant Shutdowns, or plant layoffs.

**5. MATERIALS DEPARTMENT OVERTIME**

**A. 8-Hour Shifts**

**(i) Monday to Friday**

**First Four (4) Hours**

1. Offered by department seniority to the employee(s) in the job classification where the overtime is required.
2. If all employees in the job classification refuse the overtime, the overtime is then offered to the employees on that shift by department seniority.
3. If **all** employees on that shift refuse the overtime, the employee with the least department seniority will be required to stay at least four (4) hours.
4. The employee filling the overtime requirement, will work in that job classification where the overtime is required.

**Second Four (4) Hours**

1. The incoming employees will be called by department seniority and offered the remaining four (4) hours of overtime.

2. The incoming employee will relieve the employee that worked the first four hours.
3. If no incoming employee accepts the overtime, then the employee that worked the first four hours will be required to remain the balance of the shift.

(ii) **Saturday and Sunday**

1. The overtime will be offered by department seniority to the employees assigned to that job classification on that shift that week.
2. If sufficient employees are not obtained, the overtime **will** be offered to the remaining employees assigned to the shift requiring the overtime, by department seniority.
3. **If** additional manpower is still required, the overtime will be offered by department seniority to the employees on the incoming shift, If necessary the overtime will be offered, by department seniority, to the employees on the remaining shift.
4. **Call all twelve (12) hour shift employees on their days off by department seniority.**

B. **Continental (12-Hour) Shift Overtime**

(i) **Monday To Friday (7:30 AM to 7:30 PM)**

1. Call in the 12-hour shift employees, by department seniority, on that shift, on their days off, who have volunteered to work overtime.
2. Call in the 12-hour shift employees, by department seniority, on the opposite shift,

on their days off, who have volunteered to work overtime.

3. If no-one accepts the overtime, the employee on the job will be offered four **(4)** hours overtime.
4. If the employees on the job refuse the overtime, then the overtime will be offered by department seniority to the remaining continental employees on that shift.
5. If the employees on the job refuse the overtime, then the overtime will be offered by department seniority to the employees on the 11:30 PM to 7:30 AM shift.
6. If all employees on the 12-hour shift and the 11:30 PM to 7:30 AM shift refuse the overtime, the employee with the least department seniority will be required to stay **up** to four (4) hours.
7. For 11:30 AM, offer the overtime by department seniority to the 3:30 PM to 11:30 PM shift. If no one accepts the overtime the following steps will be followed:
  - (a) **Continental Shift Employee** — If the employee filling the overtime requirement from 7:30 AM to 11:30 AM is a continental employee, the employee will be sent home at 11:30 AM and the company will promote-up on shift.
  - (b) **8-Hour Shift Employee** — If the employee filling the overtime requirement from 7:30 AM to 11:30 AM is an 8-hour employee, the employee

will be required to remain for the balance of the shift.

8. **At 3:30 PM offer the four (4) hours of overtime by department seniority to all 7:30 AM to 3:30 PM shift employees.**
  9. If no employee wants to stay, the employee with the least department seniority, on the 7:30 AM to 3:30 PM shift, will be required to stay the four (4) hours.
- (ii) **Monday to Friday (7:30 PM to 7:30 AM)**
1. Call in the 12-hour shift employees, by department seniority, on that shift, on their days off, who have volunteered to work overtime.
  2. Call in the 12-hour shift employees, by department seniority, on the opposite shift, on their days off, who have volunteered to work overtime.
  3. **If no one accepts the overtime, the employee on the job will be offered four (4) hours overtime.**
  4. **If the employees on the job refuse the overtime, then the overtime will be offered by department seniority to the remaining continental employees on that shift.**
  5. If all continental employees refuse the overtime, then the overtime will be offered by department seniority to the employees on the 11:30 PM to 7:30 AM shift.
  6. If all employees on **the** 12-hour shift and the 11:30 PM to 7:30 AM shift refuse the overtime, the employee with the least de-



partment seniority will be required to stay up to four (4) hours.

7. For 11:30 **PM**, offer the overtime by department seniority to the 3:30 **PM** to 11:30 **PM** shift. If no one accepts the overtime the employee with the least department seniority will be required to stay.
8. For 3:30 **AM** offer the overtime by department seniority to the 7:30 **AM** to 3:30 **PM** shift employees. If no 7:30 **AM** to 3:30 **PM** shift employees accept the overtime, the 3:30 **PM** to 11:30 **PM** shift employee who had been required to stay over, will remain for the balance of the shift.

(iii) **Saturdays (24 Hours) and Sunday (7:30 AM to 7:30 PM)**

1. Call in the 12-hour shift employees, by department seniority, on that shift, on their days off, who have volunteered to work overtime.
2. Call in the 12-hour shift employees, by department seniority, on the opposite shift, on their days off, who have volunteered to work overtime.
3. (a) If no one accepts the overtime, the employee on the job will be offered four (4) hours overtime. If the employee on the job accepts the overtime and works four (4) hours, then go to number 5.  
(b) If the employees on the job refuse the overtime, then the overtime will be offered by department seniority to the remaining continental employees on that shift.

4. If no employee(s) on the job accepts the overtime, the overtime will be offered by department seniority to the employees on shift, and the employee with the least department seniority will be required to stay four (4) hours.
  5. If no 12-hour shift employee accepts the overtime, the Company will call in by department seniority all 8-hour shift employees that worked Monday to Friday the previous week, for twelve (12) hours, or if a 12-hour shift employee has stayed over four (4) hours call in will be for eight (8) hours.
  6. All employees coming in for overtime will go to the job classification where the vacancy occurs.
- (iv) **Sunday (7:30 PM to 7:30 AM)**
1. Call in the 12-hour shift employees, by department seniority, on that shift, on their days off who have volunteered to work overtime.
  2. Call in the 12-hour shift employees, by department seniority, on the opposite shift, on their days off who have volunteered to work overtime.
  3. If no one accepts the overtime, the employee on the job will be offered four (4) hours, if the employee on the job accepts the four (4) hours then go to number 5.
  4. If the employee on the job refused the overtime, the overtime will be offered by department seniority, to all other employees on shift.

5. If **all** employees on shift refuse the overtime, the employee with the least department seniority will be required to stay four (4) hours.
6. If no 12-hour shift employee accepts the overtime, call in by department seniority all 8-hour shift employees that worked Monday to Friday 11:30 **PM** to 7:30 **AM** the previous week, for twelve (12) hours overtime, or if **a** 12-hour shift employee stayed over four (4) hours the call in will be for eight (8) hours overtime.
7. **All** employees coming in for overtime will go to the job classification where the vacancy occurs.

## EXHIBIT "E" COST-OF-LIVING ALLOWANCE

The Cost-of-Living shall be determined in accordance with the changes in the consumer Price Index for Canada, published by Statistics Canada with a base of **1986 = 100**.

On February 1, **1998**, the average Consumer Price Index for the twelve calendar months of **1997** shall be measured against the average Consumer Price Index for the twelve calendar months of **1996**. The change in the two average Consumer Price Indexes shall be converted to a percentage of increase in the inflation rate (that is, **1997** over **1996**). If this increase equals or exceeds four and one-half percent (**4-1/2%**), then a lump-sum payment shall be made to all employees on the active payroll on February 1, **1998**, who are either working or on vacation on that date, in the following amounts:

<b>Inflation Rate Increase</b>	<b>Lump-Sum Payment Per Employee</b>
At least <b>4.5%</b> , but less than <b>5.5%</b>	<b>\$140</b>
At least <b>5.5%</b> , but less than <b>6.5%</b>	<b>\$280</b>
At least <b>6.5%</b> , but less than <b>7.5%</b>	<b>\$420</b>
At least <b>7.5%</b> , but less than <b>8.5%</b>	<b>\$560</b>
At least <b>8.5%</b> , but less than <b>9.5%</b>	<b>\$700</b>
<b>9.5%</b> and over	<b>\$840</b>

On February 1, **1999**, the average Consumer Price Index for the twelve calendar months of **1998** shall be measured against the average Consumer Price Index for the twelve calendar months of **1997**. The change in the two average Consumer Price Indexes shall be converted to a percentage of increase in the inflation rate (that is, **1998**, over **1997**). If this increase equals or exceeds four and one-half percent (**4-1/2%**), then a lump-sum payment shall be made *to* all

working employees on the active payroll on February 1, 1999, according to the Cost of Living chart shown above.

On February 1, 2000, the average Consumer Price Index **for** the twelve calendar months of 1999 shall be measured against the average Consumer Price Index for the twelve calendar months of 1998. The change in the two average Consumer Price Indexes shall be converted to a percentage of increase in the inflation rate (that is, 1999 over 1998). If this increase equals or exceeds four and one-half percent (4-1/2%), then a lump-sum payment shall be made to all working employees on the active payroll on February 1, 2000, according to the Cost-of-Living chart shown above.

**EXHIBIT “F”**  
**MAINTENANCE DEPARTMENT AGREEMENTS**

**1. Vacancies and Demotions**

- a. Permanent Vacancies will be filled by Plant-Wide Bid.
- b. The vacancies will be filled from those employees who bid, on the basis of plant seniority and competency. In the case where there are no qualified or competent applicants from the Plant-Wide Bid, the Company reserves the right to hire a new employee.
- c. When an operation requires a licensed journeyman, they shall be employed, retained or rehired when conditions demand, regardless of other factors involved. Whenever a situation arises that makes necessary the use of the above, steps shall be taken to correct the matter so that regular employees may be used

Both parties agree that for the purposes of the above, the definition of the word “rehire” does not mean, “recall”.

If the company recalls (out of seniority) a licensed journeyman, the company will also recall the employee with the greatest plant seniority. The ratio of the recall will be one for one.

- d. General maintenance employees hired because of their recognized trade license will be paid the rate of General Maintenance plus the trade certificate premium. During probation, the probationary rate shall also apply.
- e. Maintenance department employees will be laid off out of the department by reverse order of department seniority.

## 2. Maintenance Staffing

The following procedure will be used to staff straight day shift crews in the maintenance department.

- (i) Maintenance department employees will be placed by trade and by department seniority.
- (ii) **All** licensed millwrights and non-licensed employees in the maintenance department will be placed in the same group as millwrights by department seniority.
- (iii) The employees in each trade with the most department seniority will be offered the straight day crew vacancy until all vacancies have been filled.
- (iv) Employees who refuse the straight day crew vacancy when it is offered to them, will be placed at the bottom of that trade group list.
- (v) Employees who move to a straight day crew vacancy and then decide to return to their original shift may do so; however, they will be placed at the bottom of that trade group list.
- (vi) All employees in a trade group, will be asked for straight day crew before the employees mentioned in Items (iv) and (v) above will be asked again.
- (vii) Employees on temporary transfer out of the department, at the time an opening occurs, will have the opportunity to fill the straight day crew vacancy. They must accept or decline when asked. **If** they decline, they will be placed at the bottom of that trade group lists. **If** they accept the position and are still on temporary transfer, they will go to the straight day crew when they are no longer on a temporary transfer.
- (viii) **If** all employees in a trade group refuse the vacancy the employee with the least department sen-

iority in the trade group will be assigned to fill the vacancy.

- (ix) Employees **filling** in for the maintenance employee on temporary transfer will do so until the maintenance employee returns from temporary transfer to maintenance, at which time they will then return to their original shift and position.

### **3. Maintenance Outside Contracting Procedure**

From time to time it may be necessary to contract out certain projects. The reasons for this will be skills, insufficient equipment and time. In cases where an outside contract is necessary, an Outside Contracting Notification Form will be provided to the union. The following information will be recorded on or attached to the Outside Contracting Notification Form:

- a. Weekly maintenance department overtime requirements and sign-up sheets
- b. Scope of the project
- c. Insufficient maintenance skills or specialized equipment requirements

The following will be the process to identify if a project is an “in-house” or “outside” project.

- 1. The company will determine the manpower and skill requirements for each project prior to commencement of the work.
- 2. The company will attempt to fulfill manpower and skill requirements using maintenance department employees.
- 3. Maintenance employees will be utilized **to** complete regular maintenance work prior to being assigned to project work. If manpower requirements can be met 100% utilizing maintenance department



employees, the project will be considered as an in-house project.

4. If a project (considered an in-house project) is let to an outside contractor, an equivalent amount of maintenance overtime hours will be offered to the maintenance employees during the same time frame.
5. If normal maintenance overtime requirements are not being fulfilled, a project will be considered as an outside contract and the equivalent amount of maintenance overtime hours will not be offered to the maintenance employees during the same time frame as the outside contract.
6. Emergency situations are exceptions to the above, due to critical timing situations. The company will advise the Union at the earliest time interval which is reasonable under the circumstances.

#### **4.A. Maintenance Apprenticeships**

- (i) A plant-wide bid will be posted for each trade apprenticeship vacancy. The minimum requirements for each trade apprenticeship shall be shown on the bid posting.
- (ii) All candidates shall show proof of the minimum requirements as set out by the Ministry of Skills & Development at the time of their aptitude test. Failure to show proof of minimum requirements means the candidate will not be considered for the apprenticeship.
- (iii) Employees on leave will be notified by registered mail of the apprenticeship vacancy.
- (iv) A reply in writing to the registered letter must be received by the Company within 72 hours exclu-

sive of Saturdays, Sundays and holidays listed in the Collective Agreement.

- (v) **Failure on the part of the employee to reply in writing** within the 72-hour time limit will result in the loss of the right to the vacancy.
- (vi) All candidates shall take an aptitude test as agreed to by the Company and the Union. The aptitude test will be arranged by a recognized institution.
- (vii) The aptitude tests will be scheduled when the candidates are off shift. Candidates will not receive any pay for the time spent to take the test. The cost of such test will be paid for by the Company.
- (viii) Candidates will be informed of the time and place of the test in writing.
- (ix) Failure to show at the time and place of the test will disqualify the candidate from the apprenticeship program.
- (x) The plant-wide bid will be filled by the successful candidate with the highest score.
- (xi) An apprentice starting rate will be based on the amount of hours needed to complete their apprenticeship.

**An** apprentice on a five year or 10,000 hour program will start at Maintenance “E” rate.

4 years or 8,000 hours will start at Maintenance “D” rate.

3 years or 6,000 hours will start at maintenance “C” rate.

2 years or 4,000 hours will start at maintenance “B” rate.

1 year or 2,000 hours will start at maintenance “A” rate

Start rate will be based on the number of hours one must work as an apprentice, as set by the Ministry of Skills and Development.

- (xii) An apprentice will not receive general maintenance rate until they have passed and received a recognized journeyman’s license.
- (xiii) Apprentices will receive a pay increase to the next rate as set by the Ministry of Skills and Development. All apprentices will be given a copy of how the pay increases will be administered by the Company.
- (xiv) If an apprentice does not pass their final set of tests for their license, they will be disqualified by the Company and returned to the Common Labor Pool with no maintenance seniority rights and no seniority rights in their former department.
- (xv) As a part of this Agreement, it is agreed to by both parties that the Company shall have the right to hire from outside, licensed journeymen to fill any or future vacancies as long as there are at least two apprentices in maintenance.
- (xvi) An apprentice may be disqualified if they do not perform the duties of the classification to the satisfaction of the Company.

- 1st step — verbal warning
- 2nd step — written warning
- 3rd step — disqualification

The Union will be advised in writing as to why the employee was given a warning.

4B. Maintenance Apprenticeship Board  
An Apprenticeship Board will be set-up with one (1) Electrician and one (1) Millwright from the Union and two (2) people from the Company. This Board will review each apprentice at each stage of the apprenticeship program to make sure that he/she is receiving the proper training as outlined by the Ministry of Skills and Development. The Board will file a written report to the Union and Company every six (6) months.

5. Maintenance Promotion Schedule

General Maintenance

Maintenance — A

Maintenance — B

Maintenance — C

Maintenance — D

Maintenance — E

6. Maintenance Vacations

- (a) Vacations in the Maintenance Department will be scheduled separately from all other departments in the plant and in accordance with Article 21.05.
- (b) It is the Companies intention to minimize the number of simultaneous vacations per crew. However, two (2) maintenance employees per crew will be allowed to be on vacation at the same time (both cannot be Electricians).
- (c) A list of approved vacations will be posted in the Maintenance Department no later than February 15 of each year and will include the crews that still have vacation openings.
- (d) Employees may cancel their vacation up to seven (7) calendar days prior to the beginning of their vacation after which time they will be scheduled

on vacation, except due to extenuating circumstances.

### **Maintenance Overtime**

**A.** The following rules will apply to the charging of overtime in the maintenance department:

1. Overtime will be charged for each hour worked over eight (8) hours in a workday Monday through Friday, and over twelve (12) hours in a workday Saturday and Sunday for the crews scheduled on the weekend.
2. Employees will be charged for each hour they are asked to work and they refuse.
3. Employees will be charged double if they agree to work overtime but fail to report. Legitimate reasons are not charged.
4. A copy of the Master Overtime Sheet shall be posted in the maintenance shop. When a new or regular employee starts in the maintenance department or a regular maintenance employee is on long-term illness, **W.S.I.B**, trade school, temporary transfer or leave of absence, when they return to work, they will be charged the average overtime of all maintenance employees, for that time period.
5. Any employee that cannot be contacted will be charged the overtime that was to be offered. Copies of the overtime call-in sheet will be forwarded to the Maintenance Department **Grievance/Bargaining** Committee person.

**B. Overtime Monday through Friday**

1. **Zone Maintenance**  
**First Four (4) Hours.**
  - a. First offered to the employee assigned to a particular area and trade.

- b. If no employee of that particular trade is available in the zone, then the overtime will be offered to the employee of that trade who has the least amount of overtime and who is on shift.
- c. If two (2) or more maintenance employees in the same trade are assigned to a particular zone, the employee with the least amount of overtime will be offered overtime for four (4) hours only.
- d. If all assigned employees refuse the overtime, then four (4) hours of overtime will be offered to the employee on the shift in the same trade with the least amount of overtime.
- e. If all employees refuse the overtime, then **call the maintenance department employees in the same trade on their days off with the least amount of overtime.**
- f. **If all eligible employees refuse the overtime, then Article 18, Subsection 18.02, shall apply.**

#### **Second Four (4) Hours**

- a. The Company shall then call the incoming shift employee in the same trade, with the least amount of overtime, to come in four (4) hours early, and so on, until all incoming shift employees in that trade have been asked.
- b. If no replacement is secured, then the employee working will remain the balance of the shift.

## 2. **Day Crew**

- a. Overtime will be offered first to the employee doing a particular job.
- b. If two (2) or more employees are assigned to a particular job, overtime will be offered first to the employee with the least amount of overtime, then the next employee with the least amount of overtime, and so on, until all employees assigned to a particular job have been asked.
- c. If all assigned employees refuse the overtime, then it will be offered to the employee with the least amount of overtime in the same trade on shift.

## C. **Saturday and Sunday Overtime**

1. Overtime will be offered to employees not scheduled to work that weekend.
2. Overtime will be offered to the employee with the least amount of overtime (based on the week ending the previous Sunday) and so on until the number of employees required by the Company has been fulfilled.

## D. **General**

When the Company determines that a maintenance employee has a special skill for a particular job, more so than other employees, the Company may offer that employee overtime in that particular trade to do that particular job assignment regardless of the overtime worked by the employee to date.

## E. **TPM Overtime**

1. **First four (4) hours.**  
**Overtime will be offered to employees not**

scheduled to work that shift, that day, with the least amount of overtime hours.

2. Second four (4) hours.  
Overtime will be offered to employees not scheduled to work that shift, that day, with the least amount of overtime hours.

NOTE: The Company agrees it will institute TPM programs in all areas of the plant and maintain this program for the full life of this contract. This will be completed by September 2001.

#### 8. Maintenance Tool Allowance

- (a) Skilled employees who require hand tools in performance of their duties shall provide their own tools as specified by the Maintenance Team Leader and shall be responsible for care, maintenance and replacement of same.
- (b) Each maintenance skilled trade employee shall be granted an annual tool allowance of one hundred and fifty dollars (\$150.00) in each contract year, to be paid in the first full pay period in February of each year and the tool allowance, will be included in the regular payroll. Effective February 1, 1998, the annual tool allowance shall be increased to one hundred and seventy-five dollars (\$175.00).
- (c) Special purpose tools and equipment shall be furnished by the Company.

#### 9. Safety Footwear

Effective February 1, 1997, all maintenance employees will be required to wear CSA approved safety footwear with steel shanks. In addition, all maintenance electricians will be required to wear safety footwear with dielectric soles. **Also**, effective February 1, 1997, all maintenance department employees will receive an



additional ten dollars (\$10.00) above the current rates established in Article XXVI, Paragraph 26.02.

10. Present maintenance employees who do not possess a Trade Certificate shall not be required to obtain one as a condition **of** continued employment in the maintenance department.
11. The Company agrees it will institute T.P.M program in all areas of the plant and maintain this program for the full life of this contract. This will be completed by September **2001**.
12. Any Maintenance employee who holds more than one **(1)** trade certificate will be paid one dollar and fifty cents (\$1.50) an hour more on their base rate.

**EXHIBIT “G”**  
**MOLD SHOP DEPARTMENT AGREEMENTS**

**1. Vacancies and Demotions**

- a. Permanent vacancies will be filled by plant-wide bid. The minimum requirements for the Mold Shop vacancy shall be shown on the bid posting. The minimum requirements are a tenth (10<sup>th</sup>) grade education and successfully completing Ministry of Skills and Development Aptitude test. The successful candidates will be those receiving the highest scores on the aptitude tests. Failure to show proof of minimum requirements means the candidate will not be considered for the posting.
- b. The starting job classification will be Mold Repair-Utility.
- c. In a period of not less than four hundred eighty (480) hours worked and not more than six hundred (600) hours worked, each employee classified below Mold Repair “A” will be interviewed by a Company supervisor, in the presence of a designated Union representative, and the employee’s employment record will be reviewed. During this interview, the employee will be informed of any promotion, demotion or retention in the employee’s present classification and the reasons for such action.
- d. The procedure outlined in Paragraph (c) above will be repeated every four hundred and eighty (480) to six hundred (600) hours worked.

**2. Mold Shop Promotion Schedule**

- Mold Repair — A
- Mold Repair — B
- Mold Repair — Utility

1 ~ 2

### 3. Mold Shop Vacations

- a. Vacations in the Mold Shop Department will be scheduled separately from all the other departments in the plant and in accordance with Article 21.05.
- b. It is the Company's intention to minimize the number of simultaneous vacations per crew and the Company will inform the Union no later than January 31 of each year as to the number of employees per crew that will be allowed to go on vacation per week.
- c. A list of approved vacations will be posted in the Mold Shop Department no later than February 15 of each year and will include crews that still have vacation openings.
- d. Employees may cancel their vacation up to **seven (7) calendar days** prior to the beginning of their vacation after which time **the employee will be scheduled on vacation**, except due to extenuating circumstances.

### 4. Mold Shop Overtime

- a. After the normal 8-hour overtime procedure (day to day) has been exhausted and the vacancy has still not been filled, the continental employees will be called to fill the vacancy by Mold Shop Department seniority on the corresponding shift.
- b. After the normal 12-hour overtime procedure has been exhausted and the vacancy has still not been filled, the 8-hour shift employees will be called to fill the vacancy by Mold Shop Department seniority.

### 5. Mold Shop Tool Allowance

- a. Skilled employees who require hand tools in performance of their duties shall provide their own tools as specified by the Mold Shop Supervisor and

shall be responsible for care, maintenance and replacement of same.

- b. Each mold shop employee shall be granted an annual tool allowance of one hundred and fifty dollars (\$150.00) in each contract year, to be paid in the first full pay period in February of each year and the tool allowance will be included in the regular payroll. Effective February 1, 1998, the annual tool allowance shall be increased to one hundred and seventy-five dollars (\$175.00).
- c. Special purpose tools and equipment shall be furnished by the Company.

**EXHIBIT “H”**  
**AGREEMENT COVERING SELECTION OF**  
**GROUP LEADERS**

1. Plant management has the right to select hourly group leaders according to their ability and qualifications from within the section or department where no section exists, in which they will be assigned to function as hourly group leaders.
2. If plant management decides to eliminate an hourly group leader position, the hourly group leader within the section or department without a section with the least department seniority will be eliminated first.
3. Plant management will select back-up hourly group leaders from within the section or department where no section exists in which they will function as replacements to the hourly group leaders. They will be used to cover overtime, when necessary, or to fill-in for hourly group leaders who are absent from work as a result of daily absence, vacation, or leave of absence. The back-up group leaders shall be evaluated by plant management on an on-going basis.
4. Procedure for filling vacation and/or leave of absence of hourly group leaders:
  - a) Promote back-up group leader
  - b) Promote in accordance with Article 12.04
  - c) Fill remaining vacancies in accordance with Exhibit “D”.

Procedure for filling daily absences of the hourly group leaders:

- a) **Promote back-up group leader. If promotion of back-up group leader creates overtime in the department/section then the overtime in the group leader position will be first offered to the**

**group leader on shift in that department/section by department seniority for the first four hours.**

- b) **Promote in accordance with Article 12.04.**
  - c) Fill remaining vacancies in accordance with Exhibit "D".
5. In the event group leaders lose their job by management decision, they will be allowed to exercise their department seniority within their section to wherever their department seniority will carry them according to the promotional schedule.
  6. In the event group leaders disqualify themselves, they will go to the bottom of the department or section's promotional schedule.

## **EXHIBIT ‘T’ BREAKDOWN AGREEMENT**

In the event of a breakdown which causes a full or partial cessation of operations in a department or section, **Pilkington** Glass of Canada Ltd. (Collingwood, Ontario), and the United Steelworkers of America — ABG Division, AFL-CIO, CLC (Local 252G), agree that the following procedure may be utilized:

### **Notification**

1. When a breakdown occurs, employees may be either sent home or reassigned other work by department seniority and will be paid for the balance of their shift.
2. If it is determined that repairs cannot be completed in time for the next shift, management shall notify the plant security guards, so that they can stop the incoming shift employees. These employees will be paid two hours at their base rate.

### **Work Schedule**

1. If the extent of the breakdown is such that only certain sections or departments are operational, then the Company will be allowed to operate these sections or departments with the employees who are normally scheduled in these departments or sections.
2. If employees are required to work in a section or a department which is curtailed by the breakdown, the Company will be allowed to utilize the employees who are normally scheduled in the department or section by department seniority by shift.
3. The Company may utilize the above procedure for a period of not greater than twenty-four (24) hours (per occurrence), at which time the normal layoff procedure must be implemented.

**EXHIBIT “J”**  
**UNION PROGRAM SUPPORT POSITION**

**The Company understands the Union’s request** for further assistance in their day-to-day activities. The Union understands the Company’s requirements to control costs in all areas.

In recognition, the Company agrees to one position, selected by the Union President.

This position has no decision making function and is there to liaise with the company concerning technological change.

It is understood the position would be scheduled straight day shift, and the selected employee will maintain their current rate of pay and department seniority. This position would be back-filled, for vacations or excused leave of absences of one work week or more.

Any hours above eight (8) hours in a workday or forty (40) hours in a work week, will be paid as per the Collective Agreement.



**EXHIBIT “K”**  
**GROUP LEADERS AND SET UP STARTING TIMES**

The Company and Union recognize that for the effective and efficient operations of the departments, if Group leaders and Set-up people on the incoming shift begin work one-half hour prior to the scheduled start of their shift, they will be paid as per the Collective Agreement. This overtime is not to be considered a call-in.

**EXHIBIT “L”**  
**HOURS OF WORK AND PAYMENT OF LOCAL**  
**UNION PRESIDENT**

The following constitutes an agreement between **Pilkington** Glass of Canada Limited and the United Steelworkers of America — ABG Division, AFL-CIO, CLC, and Local 252G, thereof.

- (a) The local Union President’s workday will be eight (8) hours (from 7:30 AM to 3:30 PM), forty (40) hours per week. Monday through Friday, and will be paid by the Company **forty five (45) hours at the highest rate of pay in the Collective Agreement.**
- (b) Union activities, such as elections, **Local Grievance/Bargaining** Committee meetings, Executive meetings, monthly Membership meetings and negotiations are not paid for by the Company.
- (c) This Agreement is strictly for the office of the local Union President, or in the local Union President’s absence, the acting union president.
- (d) Any hours above eight (8) in a workday or forty (40) hours in a workweek will be paid as per the Collective Agreement.
- (e) It is understood, the local Union President will follow the plants normal schedule; however, if a minimum of one hundred (100) employees are working during any shutdown period, then the local Union President will be scheduled and paid by the Company.

**EXHIBIT “M”  
TECHNOLOGICAL CHANGE**

**Technological Change** (*definition*)

- (i) A technological change is the introduction, addition of machines, equipment, or instruments, or modification thereof, resulting in the abolition or addition of one (1) or more positions, or in significant modification of the employees’ tasks or skills required to fulfill the requirements of the position(s).
- (ii) The Company shall provide the Union with an opportunity to be involved in technological change. The Union’s support position will provide predominant support for the jointly agreed-to program regarding technological change. It is understood the position will be scheduled straight day shift, and the employee will maintain the employee’s current rate of pay and department seniority.
- (iii) The position will be provided opportunity to liaise with the appropriate project managers / Company officials and will provide a written report to the Company and Union monthly at IRC containing the following:
  - 1. the nature of the technological change or reorganization;
  - 2. the date which the company proposes to effect the technological change.
  - 3. the approximate number and classification of employees likely to be effected by the technological change.
  - 4. the anticipated effect that the technological change is likely to have on the terms, conditions, and security of employment of the employees effected.
  - 5. the anticipated number of jobs and job classifications to be abolished or the anticipated number of

new jobs and job classifications to be created by the proposed technological change to the maximum extent that **such** information is available.

- (iv) During the formative stages of the technological change, in the cases where proposals from the Union are presented, they will participate and have equal opportunity to express their views and concerns.

EXHIBIT “N”  
HEALTH CARE / WEEKLY INDEMNITY  
COMMITTEE

The Company agrees with the Union to establish a Health Care / Weekly Indemnity Committee to meet at least semi-annually to discuss the operation of the insurance benefit programs. This committee will review plan design, plan costs, utilization of plan benefits and the continued effectiveness of the prescription drug, dental and extended health care and the weekly indemnity programs. This committee will review any Health and Accident Insurance Claim process prior to a claim being subject to Article VI of the Grievance Procedure.

The committee will consist of four **(4)** regular members. The regular members of the committee shall be as follows:

- 1.** Local Union President or designate
- 2.** One other employee designated by the local Union President
- 3.** Human Resources Manager or designate
- 4.** One other Company designate

The Committee will also assist with the education of plan participants concerning utilization of plan benefits in the most effective and efficient manner.

**EXHIBIT “O”**  
**PENSION PLAN ADVISORY COMMITTEE**

The Company and Union agree the Advisory Committee will meet at least semi-annually to carry out its duties as specified in the Pension Agreement.

The Committee will consist of seven (7) regular members. The regular members of the committee shall be as follows:

1. Collingwood local Union President
2. Three other Collingwood employees designated by the local Union President.
3. Collingwood Human Resources Manager
4. Collingwood Controller.
5. One other **Pilkington** employee designated by the Collingwood Human Resources Manager.

The Committee will also assist with the education of plan participants concerning utilization of plan benefits in the most effective and efficient manner.

**EXHIBIT "P"**  
**TRAINING REQUIREMENTS**

1. Where new or greater skills are required than are already possessed by affected employees under the recent methods of operations, such employees shall, at the expense of the employer, be given a training period during which they may acquire the skills necessitated by the new method of operation.
2. The company will provide training opportunities for employees and this training will be sufficient and adequate to meet the needs of the Employee and Employer.
3. Training will be provided for the following:
  - A) Any new employee
  - B) Any employee who moves from one position to another or who is assigned to duties requiring new knowledge
  - C) Any employee who moves from one class of employment to another
  - D) All maintenance employees in the same Trade.
4. The employer will advise the Union in writing once a year, of the areas of training including any changes thereof. (July 01, 1998 and every year thereafter).
5. The training provided for in this Exhibit will be given during the employees normal hours of work **or have volunteered before or after their shift** or on their days off and any time devoted to training during their hours shall be consider as time worked.
6. No employee will have their shift changed for training without the employees approval.
7. In cooperation with the Union the Company agrees to

utilize outside Training programs and Instructors where applicable.

8. For the purpose of this agreement “Training” means any theoretical and/or practical training given by the company with a view to enable the employees to perform effectively a function, a duty, or a set of functions.



EXHIBIT "Q"  
APPLICATION AND MODIFICATION OF  
AGREEMENT.

Because of the fact that within the Collingwood Plant there are currently significant operational activities that will ultimately impact how the workplace will operate. It is recognized that many of the new operations may not be fully developed. It is understood that there will likely be many issues or points of contention that will surface, which are not now foreseen **by** either party. Much like the workplace of the future, this Agreement must therefore remain flexible enough to accommodate those issues into the future.

As a consequence of the forgoing, either party may request discussion to consider modification of or addition to this agreement. It is agreed that neither party will unreasonably withhold agreement to enter into such discussion and will participate in such discussion in good faith.

EXHIBIT "R"  
"10" - HOUR SHIFT AGREEMENT

**To introduce a change of shift hours for any area working two shifts.**

Day shift would remain as per the format in our Collective Agreement; namely, one 8-hour shift per day, Monday through Friday, starting at **7:30** am and finishing at **3:30** pm.

The afternoon shift would consist of a 10-hour shift Monday through Thursday. This shift would commence at **3:30 pm** and end at **1:30** am the following morning. Example: A person would start their regular afternoon shift on Monday at **3:30 pm**. Instead of leaving at **11:30**, the individual would work through to **1:30** a.m. Tuesday morning then go home.

The final afternoon shift would end at **1:30** a.m. Friday morning. The final shift of the week would be the day shift on Friday, ending at **3:30** p.m.

The Union agrees to waive the overtime procedure for the two hours worked after midnight. All ten hours would be paid at straight time for those people who are scheduled to the previously - named areas. Hold - overs will be in accordance with article 18.02 of the Collective Agreement (balance of the shift, meaning ten hours). Call-ins will be done as per the Collective Agreement.

Shift premiums will be paid as follows: 10 hours at the applicable afternoon rate.

NOTE: Transfers from another section or department not previously mentioned will be done as per the Collective Agreement. However, employees who are transferred from areas outside this proposal from a five-day schedule to cover openings on this afternoon shift must be asked to stay the two hours after midnight. These

people will be paid premium pay (1\_ times hourly rate) for these two hours.

The Company may elect to utilize scratch polishers or other employees on the 11:30 - 7:30 a.m. to cover at midnight.

If it becomes necessary to run the 3:30 p.m to 1:30 a.m. shift on Friday (3:30 p.m. Friday to 1:30 a.m. Saturday), it will be treated in accordance with Exhibit "D" of the Collective Agreement.

EXAMPLE: Man on the job, premium pay for all hours worked and so on.

All provisions of the Collective Agreement will remain as written.

Signed and accepted **this 08<sup>th</sup> day of May 2001**, at  
Collingwood, Ontario.

**United Steelworkers of  
America, ABG Division  
AFL-CIO, CLC  
and its Collingwood  
Local 252G**

By John Chamelot  
Staff Representative

By Dale Hogg  
President  
Local 252-G

By Eammon Paterson  
Vice President  
Local 252-G

**Bargaining Committee Persons:**

By Brian Bartja

By David Fox

By J. Michele Inglis

By Lloyd Eagles

By Bill Coulson

By Jim Hammond

By Bill Scott

**Pilkington Glass  
of Canada Limited.  
Collingwood, Ontario**

By Randall D. Berg  
Vice Pres —  
Labor Relations

By David Barchick  
Director Human  
Resources OE

By Lawrence E. Inguagiato, Jr.  
Manager - Retirement  
Planning

By Joe Garton  
Plant Manager

By Murray MacAlpine  
Human Resources Manager

By S. Evelyn Reid  
Labor Relations Specialist

## SUPPLEMENTAL AGREEMENT 1

### GROUP INSURANCE COVERAGE

**Pilkington** Glass of Canada Limited, located at Collingwood Ontario (hereafter referred to as the “Company”) and the United Steelworkers of America - ABG Division, AFL-CIO, CLC, and Local 252G (hereinafter referred to collectively as the “Union”), hereby agree as follows:

1. This Supplemental Agreement is a supplement to and a part of the General Collective Agreement between the parties, effective February 1, 2001.

2. **GROUP LIFE INSURANCE**

Effective **date of ratification** full-time employees who have completed four hundred eighty hours of work (480) and are classified as regular full-time employees will be provided group life insurance coverage in the amount of **twenty-eight thousand dollars (\$28,000)** subject to the terms of the life insurance program of the Company. Employees who are not actively at work on the date they would otherwise become insured for group life insurance shall not become insured until they return to active work.

Effective February 1, 2002, full-time employees who have completed four hundred eighty (480) hours of work and are classified as regular full-time employees will be provided group life insurance coverage in the amount of **thirty thousand dollars (\$30,000)** subject to the terms of the life insurance program of the Company. Employees who are not actively at work on the date they would otherwise become insured for group life insurance shall not become insured until they return to active work, effective February 1, 2003, full-time employees who have completed four hundred eighty (480) hours of work and are classified as regu-

lar full-time employees will be provided group life insurance coverage in the amount of **thirty-two thousand dollars (\$32,000)** subject to the terms of the life insurance program of the Company.

Except as provided below, employee's life insurance hereunder shall terminate upon their termination of active employment. However, (a) in the event employees under this Section 2 are laid off or are granted a leave of absence by the Company, their **Company paid** group life insurance shall be continued for up to six (6) months subsequent to the date their layoff or leave of absence begins, and (b) in the event they are absent from active employment as a result of sickness or injury, their insurance will be continued as long as they continue to be considered as employees, but not beyond age 65.

Effective February 1, 1994, employees who are at least age 55 and have ten (10) or more years of continuous service and retire on Company pension or under the Canada Pension Plan will be provided with five thousand dollars (\$5,000) of group life insurance coverage.

**If** group life insurance coverage under this policy, or any amount of such insurance, ceases because of:

- (a) An employee's termination of employment, or
- (b) Termination of membership in the class or classes of employees eligible for insurance under this policy, the employee is entitled to be insured by the insurance carrier, without evidence of insurability, an individual policy of life insurance without disability or other supplementary benefits, provided written application for the individual policy shall be made, and the first premium thereon paid, to the insurance carrier within thirty-one (31) days after such termination and provided further that:
  - 1. The individual policy shall be on any one of

the forms that shall be selected by the employee from among the forms then customarily issued by the insurance carrier at the age and for the amount applied for;

2. The individual policy shall be in the amount equal to or, at the option of the employee, an amount less than the amount of the employee's life insurance which ceases under this policy because of such terminations;
3. The premiums payable under the individual policy shall be at the carrier's then customary rate applicable to the form and amount of the individual policy, to the class of risk to which the employee then belongs, and to the employee's age (nearest birthday) attained on the effective date of the individual policy; and
4. Any individual policy issued under the terms of this section shall take effect at the end of the thirty-one (31) day period during which application for the individual policy may be made.

If an employee ceases to be covered under the life insurance policy prior to attaining age 65, coverage may be converted to an individual life insurance policy without evidence of insurability. The policy will be issued in accordance with *the* applicable laws and guidelines in effect in Ontario. The amount converted must be at least equal to the minimum amount for which the insurance company will issue an individual policy for the plan of insurance chosen. The amount converted will not exceed \$200,000.

The premium for the individual life insurance policy will be based on the insurance company's

premium rate as of the effective date of the individual policy, according to the plan of insurance chosen, the amount of insurance converted and the employee's attained age.

The employee must apply for the individual policy and pay the first premium within 31 days after ceasing to be covered under the group policy. The individual policy will be effective 31 days after the group policy is terminated.

If the employee dies within 31 days after ceasing to be covered under the group policy, a death benefit will be payable for the amount of life insurance that the employee would have been entitled to under the conversion privilege.

If the employee converts all or part of their life insurance coverage, the employee will not be eligible for further coverage under the group life insurance policy of the Company, unless that individual policy is cancelled.

### 3. **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

The Company will continue in effect the Accidental Death and Dismemberment Insurance for active employees only in an amount equal to the basic (**Company paid**) group life coverage. Accidental Death and Dismemberment Insurance is payable in the event of **loss** of life, limb or the entire and irrevocable loss of sight including losses resulting from occupational injuries. Benefits are payable only if loss results directly from injuries caused by an accident and loss occurs within 90 days after the accident. An amount equal to one-half (1/2) the basic group life insurance amount will be paid for loss of one hand, one foot or the sight of one eye. An amount equal to the basic group life insur-



ance amount will be paid for loss of two or more such members (hand, foot or eye). In no case will more than an amount equal to the basic group life insurance be paid for all losses resulting from one accident.

A **loss** is not covered if it results directly or indirectly from any of the following causes:

1. Suicide or intentionally self-inflicted injury by fire-arm or otherwise, while sane or insane.
2. Travel or flight in, descent from, or being exposed to any hazard incident with any kind of aircraft, if
  - (a) You are making the flight for the purpose of aeronautical instruction
  - (b) You have any duties whatever in relation to the aircraft or flight therein
  - (c) You are making the flight for purpose of parachute descent
  - (d) You are a member of any armed forces and the aircraft is under the control or charter of such forces.
3. The hostile action of any armed forces.

Accidental Death and Dismemberment Insurance terminates upon retirement.

#### **4. GROUP HOSPITAL-MEDICAL AND PRESCRIPTION DRUG BENEFITS**

1. Effective February 1, **2001**, a full-time employee who has completed four hundred eighty (**480**) hours of work and **is** classified as a regular full-time employee (including eligible dependents) will be covered under the following hospital-medical and prescription drug programs:

- (a) The Province of Ontario's statutory hospital and medical programs known as O.H.I.P.; and
- (b) The Extended **Health Care Plan with the same** benefits, limitations and deductibles shall be continued for eligible employees, except as modified below.
  - (1) The prescription drug program will require pharmacists to fill prescriptions using the Generic Drug Formulary. If a physician requires a prescription, be filled with a brand name drug and the physician specifies such requirement on the prescription, then the pharmacist will fill such prescription with a brand name drug. Each prescription filled at a pharmacy with a brand name drug will incur a deductible of four dollars (\$4.00) and each prescription filled with a generic drug will incur a deductible of two dollars (\$2.00).
  - (2) The plan shall provide an allowance for prescription eye glasses.  
Effective date of ratification, the vision care benefit shall be increased to two hundred twenty-five (\$225.00) dollars every twenty-four (**24**) months.  
Effective February 1, 2003, the vision care benefit shall be increased to \$250.00 every twenty-four (24) months.
  - (3) **Coverage for private duty nursing shall be limited to a maximum of one hundred and twenty (120) shifts per calendar year.**

Company contributions for the foregoing programs

shall be limited to (a) an employee only, or (b) an employee and the employee's insured spouse, or (c) an employee, spouse and one or more insured dependents. The term "dependents" is defined for purposes of this Agreement as in the Income Tax Act of Canada. Coverage shall be provided for employees in accordance with statutory requirements and Company regulations and shall be subject to arrangements between the Company and the insurance carrier to provide such non-statutory benefits.

Except as provided below, the Company's obligation to contribute the full monthly contributions to such programs shall terminate upon termination of active employment. With respect to an employee who is absent from active employment as a result of sickness or injury or leave of absence, the Company will continue the full contribution for the employee's prescription drug and group hospital and medical insurance coverage for six (6) calendar months following the month in which disability begins. With respect to an employee who is absent from active employment due to a layoff or a reduction of forces, the Company will continue the full contribution for such employee's prescription drug and group hospital and medical insurance coverage, as described above, for two (2) calendar months following the month in which the employee's layoff commences.

## **5. HEALTH AND ACCIDENT BENEFITS**

Effective February 1, 2001, a full-time employee who has completed four hundred eighty (480) hours of work and is classified as a regular full-time employee will be eligible for benefits under the existing H&A program. The Health & Accident Insurance Program of the

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Company provides benefits from the first day of accident, first day of hospitalisation, if hospitalised for a 24 hour period, and for the fourth day of illness.

- (a) Effective February 5, 2001, the benefits payable will be three hundred dollars (\$300.00) per week for 52 weeks.
- (b) Effective February 4, 2002, the benefits payable will be three hundred ten dollars (\$310.00) per week for 52 weeks.
- (c) Effective February 3, 2003, the benefits payable will be three hundred twenty dollars (\$320.00) per week for 52 weeks.

#### 6. DENTAL BENEFITS

Effective date of ratification, a full-time employee who has completed four hundred eighty hours (480) of work and is classified as a regular full-time employee will be covered (including eligible dependents) under the existing dental benefit plan. The Company will continue to provide this dental benefit plan at its expense with benefits and exclusions as provided in the current group contract, which provides certain diagnostic, preventive periodontal, endodontic and surgical services, based on the then current Ontario Dental Association Schedule of Fees for Dental Services provided by General Practitioners. The dental benefit plan includes coverage for removable *prosthodontics* (dentures) with a 50% co-payment and no maximum, subject to the conditions outlined in the contract.

Coverage for the following dental procedures will be modified as follows:

- (a) Examinations: Extended recall oral examinations will be covered once every six (6) months.

- (b) **Radiography: Posterior bitewing radiographs will be covered once every nine (9) months.**
- (c) **Preventative Services: Prophylactics (cleanings), fluoride treatments and oral hygiene instruction will be covered once every six (6) months.**

With respect to an employee who is absent from active employment as a result of sickness or injury or leave of absence, the Company will continue the full contribution for the employee's dental benefit plan for six (6) calendar months following the month in which disability or leave of absence begins. With respect to an employee who is absent from active employment due to a layoff or a reduction of forces, the Company will continue the full contribution for such employee's dental benefit plan through the end of the month in which the employee's **layoff commences**.

7. The final determination of whether an insured employee qualifies for claim payments under Group Life Insurance, Accidental Death and Dismemberment Insurance, The **Group** Hospital-Medical and Prescription Drug Plan, the Health and Accident Insurance Program or the Dental Benefit Plan, shall be made by the respective carriers. **Except for Health and Accident insurance Claims which arise exclusively after the date of ratification of this agreement**, Such determination may not be made the subject of a complaint under the **General Labour Agreement** and is not a proper matter for arbitration under such General Labour Agreement.
8. It is intended that the Group Life insurance, Accidental Death and Dismemberment Insurance, Group Hospital-Medical and Prescription Drug Plan, Health and Accident Insurance and Dental Benefit Plan as set forth in this Agreement shall comply with any law or laws pertaining to such programs. Should any law or laws

provide for similar benefits, any amounts required to be paid by the Company as contributions, taxes or benefits there-under shall reduce to that extent the amounts **the Company shall be required to pay under this Agreement**, and appropriate adjustments shall likewise be made in the benefits there-under.

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

Signed and accepted **this 08<sup>th</sup> day of May 2001**, at Collingwood, Ontario.

**United Steelworkers of  
America, ABG Division  
AFL-CIO, CLC  
and its Collingwood  
Local 252G**

By John Chamelot  
Staff Representative

By Dale Hogg  
President  
Local 252-G

By Eammon Paterson  
Vice President  
Local 252-G

**Bargaining Committee Persons:**

By Brian Bartja

By David Fox  
By J. Michele Inglis  
By Lloyd Eagles  
By Bill Coulson  
By Jim Hammond  
By Bill Scott

**Pilkington Glass  
of Canada Limited.  
Collingwood, Ontario**

By Randall D. Berg  
Vice Pres —  
Labor Relations

By David Barchick  
Director Human  
Resources OE

By Lawrence E. Inguagiato, Jr.  
Manager - Retirement  
Planning

By Joe Garton  
Plant Manager

By Murray MacAlpine  
Human Resources Manager

By S. Evelyn Reid  
Labor Relations Specialist

## SUPPLEMENTAL AGREEMENT 2

### PENSION PLAN

**Pilkington** Glass of Canada Ltd., located at Collingwood Ontario (hereafter referred to as the “Company”) and the United Steelworkers of America - ABG Division, AFL-CIO, CLC, and Local 252G (hereinafter referred to collectively as the “Union”), hereby agree as follows:

1. This Supplemental Agreement **is** a supplement to and a part of the General Collective Agreement between the parties, effective February 1, **2001**. This Supplemental Agreement details all employer and employee contributions, and any changes to the Pension Plan for hourly paid employees of **Pilkington** Glass of Canada Ltd. (the Plan), agreed to **as** part of the Collective Agreement. The Official plan document will be amended to incorporate changes listed in this Supplemental Agreement.
2. The Company’s Base Contribution rate shall be as follows:

	Contribution Rate Per Hour Worked Effective <b>2/05/01</b>	Contribution Rate Per Hour Worked Effective <b>01/03/02</b>
Years of Continuous Service		
Less than 5	<b>\$.22</b>	<b>\$0.23</b>
5 but less than 10	<b>\$.28</b>	<b>\$0.29</b>
10 but <b>less</b> than 15	<b>\$.33</b>	<b>\$0.35</b>
15 but less than 20	<b>\$.39</b>	<b>\$0.41</b>
20 but less than 25	<b>\$.43</b>	<b>\$0.45</b>
25 but less than 30	<b>\$.47</b>	<b>\$0.49</b>
30 and over	<b>\$.51</b>	<b>\$0.54</b>

Service will be calculated weekly and will be based on the employee’s last hiring date with the Company. The applicable rate of contribution for a given period will



be based on the continuous service attained as of the end of the previous pay period.

Hours of work for purposes of determining the Company's Contribution to the pension plan shall also include hours attributed to payments made by the Company for the following:

1. Training Programs
  2. Seminars
  3. Company Meetings
  4. Grievance pay if such pay was for hours of work denied an employee.
- 3. Effective date of ratification,** the Company shall contribute to the Plan as a Matching Company Contribution on behalf of each employee an amount equal to the following percent of the Employee's Contribution:

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

4. An employee may elect to contribute each pay period to the Plan from 1% to 14% of the employee's earnings in increments of 1%. An employee on temporary absence or disability leave may elect to contribute as stated above during this period as required under the Worker's Compensation Act and the Employment Standards Act, respectively.
5. All Company and Employee Contributions are subject

to Revenue Canada limitations. The current combined maximum amount allowed to be contributed to the Plan is 18% of earnings up to a maximum of \$13,500 each year. **An** annual test will be performed to monitor compliance with these Revenue Canada limits. **If** contributions to a employee's account exceeds the maximum limits, the excess Employee Contributions will be refunded from the Plan.

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

Signed and accepted **this 08<sup>th</sup> day of May 2001**, at Collingwood, Ontario.

**United Steelworkers of  
America, ABG Division  
AFL-CIO, CLC  
and its Collingwood  
Local 252G**

By John Chamelot  
Staff Representative

By Dale Hogg  
President  
Local 252-G

By Eammon Paterson  
Vice President  
Local 252-G

**Bargaining Committee Persons:**

By Brian Bartja

By David Fox  
By J. Michele Inglis  
By Lloyd Eagles  
By Bill Coulson  
By Jim Hammond  
By Bill Scott

**Pilkington Glass  
of Canada Limited.  
Collingwood, Ontario**

By Randall D. Berg  
Vice Pres —  
Labor Relations

By David Barchick  
Director ~~Human~~  
Resources OE

By Lawrence E. Inguagiato, Jr.  
Manager - Retirement  
Planning

By Joe Garton  
Plant Manager

By Murray MacAlpine  
Human Resources Manager

By S. Evelyn Reid  
Labor Relations Specialist

## 2001

## JANUARY

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## FEBRUARY

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## APRIL

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## NOVEMBER

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## 2002

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**JANUARY**

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**MARCH**

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