

Co Agreement

Dated: 02 September 1991

Ending: 01 September 1994

Between:

Consumers Glass

Brampton, Ontario

And:

Aluminum, Brick and Glass Workers International Union

(AFL-CIO-CLC)

Local 260G

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**THIS AGREEMENT made as of
the 2nd day of September 1991**

BETWEEN

**CONSUMERS GLASS, BRAMPTON, ONTARIO
(hereinafter called "the Company")**

and

**ALUMINUM, BRICK & GLASS WORKERS
INTERNATIONAL UNION
AND ITS LOCAL 260G (AFL-CIO-CLC)
(hereinafter called "the Union")**

Article 1
PURPOSE

Clause 1.01

This Agreement is made to establish and maintain orderly collective bargaining relations between the Company and its employees, to provide for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work, and wages for said employees.

Article 2
RECOGNITION AND JURISDICTION

Clause 2.01

The Company recognizes the Union as the bargaining agent of all employees of Consumers Glass Brampton, save and except Supervisors, persons above the rank of Supervisor, production specialists, quality control technicians, Occupational Health ~~Nurse~~, security guards, office and sales staff, students employed on a co-operative training basis and persons covered by a certificate of the Board, dated 27 October 1970, issued to the Canadian Union of Operating Engineers.

Clause 2.02

The term "Employee" or "Employees" wherever hereinafter used shall mean only those persons coming within the bargaining unit as defined above.

Article 3
UNION SECURITY

1
2

Clause 3.01

It shall be a condition of employment that all employees must become and remain members of the Union in good standing.

Clause 3.02

All new employees shall become and remain members of the Union in good standing upon completion of their **probationary period as a condition of employment.**

Clause 3.03

The Company shall deduct weekly from the wages of its employees initiation fees, union dues in the amount fixed by the Constitution and By-Laws of the Aluminum, Brick and Glass Workers International Union. Regular dues deductions shall start with the first pay following employment by the Company. The initiation fee shall be deducted from the first pay following the acquiring of seniority by the employee. The Company agrees to remit such deductions weekly to the Financial Secretary of the Local. The weekly dues cheque shall be accompanied by a list showing the name and clock number of each employee and the total weekly dues deduction being remitted for each employee. If, for any reason, there has been no weekly deduction from any individual, the Company will state the reason why.

Clause 3.04

Hiring dates, the names, current addresses of new employees, and the names and date of severance of employment shall be forwarded to the Financial Secretary of the Local with the dues cheque.

Clause 3.05

The form of dues deduction authorization shall be as follows:

I, the undersigned, voluntarily do hereby authorize and direct Consumers Glass, Brampton, 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 as required by the Constitution and By-Laws of the Aluminum, Brick and Glass Workers International Union, and the Union initiation fee, and **to** remit same weekly to the Financial Secretary of Local

260G Aluminum, Brick and Glass Workers International Union (AFL-CIO-CLC), whose receipt thereof shall be considered a discharge to Consumers Glass, Brampton, Ontario, for the amounts deducted from my earnings as authorized and directed herein.

Date:.....

Clock No.:

Signature:

Clause 3.06

The employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. New employees will be introduced to the shop steward or executive board member in their department when they commence work.

Clause 3.07

The Union will indemnify the Company against all claims by employees made against it by reason of compliance with this article.

Clause 3.08

If the Constitution of the Aluminum, Brick and Glass Workers' Union should be amended to provide changes in the payment of union dues, initiation fees and assessments, etc., the Company will be advised of such changes so that they may be put into effect.

Article 4
RESERVATION OF MANAGEMENT RIGHTS

Clause 4.01

The Union acknowledges that it is the right of the

Company to:

- (a) Maintain order, discipline and efficiency;
- (b) hire, discharge, suspend, transfer, classify, promote, demote, lay-off employees, provided that a claim that an employee has been discharged or suspended without just cause may be the subject of a grievance and dealt with in accordance with the Grievance Procedure and Arbitration;
- (c) make and alter from time to time reasonable rules and regulations to be observed by employees;
- (d) generally to manage the enterprise in which the Company is engaged, and, without restricting the generality of the foregoing, the right to plan, direct, and control operations, direct the work forces, services to be performed, and the methods, procedures and equipment in connection therewith, determine the products to be manufactured and the methods, the Schedules of Production - processes and means of manufacturing, the engineering and designing of its products, and the control of material and parts to be incorporated in the products produced, the products to be handled, and the extension, limitation, curtailment or cessation of operations.

Clause 4.02

The Company agrees that these functions will be exercised in a manner consistent with the terms of this Agreement.

Article 5
NO DISCRIMINATION NOR INTIMIDATION

Clause 5.01

It is agreed that there shall be no discrimination, coercion or intimidation, either by the Company or by the Union, or by their respective representatives or members against any employee because of activity or lack of activity in the Union. There shall be no discrimination against any employee male or female because of race, religion, creed, colour or national origin.

Clause 5.02

It is further agreed that there shall be no Union activity on the premises of the Company, except as permitted by Management.

Clause 5.03

The President of Local 260G if a shift worker, will be considered to ~~have top plant seniority~~ for one time only in order to ~~secure a day job through~~ the job posting procedures. The President will be paid the rate for the job subsequently held. In no event will the Company create a day job for the President.

Article 6
UNION COMMITTEE

Clause 6.01

The Company agrees to recognize a maximum of twenty-seven(27) stewards appointed by the Local from among the employees. The Union shall appoint two(2) employees who, together with the President of the Local, shall constitute a grievance committee to meet with management. However, there shall be no more than one(1) employee from any one department serving on this committee. Employees shall not be eligible to serve as stewards unless they have one(1) year or more of seniority. The Chief Steward(s) as designated by the Union shall deal with the shift superintendent or

appropriate Line Manager in the settlement of grievances at step No. 2 of the grievance procedure and the remaining stewards shall assist employees with the settlement of grievances as provided under the grievance procedure.

Clause 6.02

The zones shall be defined as follows:

Zone 1 • Warehouse, Shipping and Drivers,

Zone 2 • Select & Pack, Quality Control,

Zone 3 • Mould Repair, Machine Repair, Lehrs and Variable Parts

Zone 4 • Forming and Upkeep

Zone 5 • Plant Maintenance, Vehicle Mechanics and Cold End Maintenance,

Zone 6 • Batch and Furnace, Stores

There will be a minimum of one (1) steward per shift/zone.

Clause 6.03

The Company agrees that the grievance committee members shall be compensated at their regular hourly base rate for time spent during their regular working hours in attending grievance committee meetings with the Plant Manager and other meetings called by Management.

Clause 6.04

An Employee member of the grievance committee and/or a representative of the International Union, after obtaining the written permission of the Plant Manager, the Manager, Human Resources or the Plant Manager's designated representative, may enter the factory to adjust grievances.

Clause 6.05

It is understood that the stewards and other officers of the Local have their regular work to perform on behalf of the Company and will spend only such reasonable time during working hours as is necessary to service grievances as provided under the Grievance Procedure.

If it is necessary to service a grievance as authorized by this Agreement, they will not leave their regular work without first obtaining the permission of the Supervisor of the department in which they are respectively employed, and such permission will not be unreasonably withheld. It is also understood that stewards or members of the grievance committee shall not enter other departments without first obtaining the permission of the supervisors of such departments and notifying them as to the nature of the grievance and the personnel involved. Upon leaving such department after servicing a grievance they will notify the supervisor thereof and upon resuming their regular work after servicing a grievance in their own or another department will report to their own Supervisor, and if requested, give a reasonable explanation as to their absence and the time spent.

Clause 6.06

The Recording Secretary of the Local shall notify the Company in writing of the names of the stewards and Local Officers and the effective dates of their appointments. The Company shall keep the Local President advised, in writing, of the names of the Supervisor and other Management personnel. The Company and the Local shall each advise the other of any change in these names.

**Article 7
GRIEVANCE PROCEDURE**

Clause 7.01

Direct Settlement of Problem:

Nothing in this Agreement shall be deemed to take away the right of employees to present a personal problem directly to the Company through their Supervisor, in the presence of a steward if the employee so chooses, provided that no decision shall be made which is inconsistent with the provisions of this Agreement.

Clause 7.02

Definition of Grievance **and** Procedure:

If employees have a complaint they shall give their **Supervisor an opportunity to adjust the complaint** which shall be presented by the employee to the Supervisor within five(5) full working days after the circumstances giving rise to the complaint have originated or occurred. In discussing a complaint with the Supervisor the employee may be accompanied by a steward. The Supervisor's decision shall be given within three(3) working days and adjustment, if any, will be made immediately. If an employee has an unsettled complaint, it may be taken up as a grievance within three (3) full working days after receiving the Supervisor's decision, in the following manner and sequence:

Step No. 1

Between the employee, with the steward, and the department Supervisor. The grievance shall be presented in writing and the decision of the department Supervisor shall be rendered in writing within three(3) full working days following presentation of the grievance.

Step No. 2

Within three(3) full working days following the decision under **Step No. 1**:

By the Chief Steward and the steward servicing the grievance under **Step No. 1**, with the proper Shift Superintendent or appropriate Line Manager, at which time the written record of the grievance shall be submitted and the decision given in writing to the steward with a copy to the Union President within not more than five(5) full working days following receipt of the written grievance at this Step.

Failing satisfactory settlement, then:

Step No. 3

If the disposition of the grievance at Step No. 2 is not satisfactory to the employee, the Local President may

within three(3) working days of receiving the decision under Step No. 2 refer the grievance to the Plant Manager or designate. Such a meeting will be held within five(5) working days after the date of the receipt of request for such meeting. A representative of the International Union shall attend this meeting. The grievor or the Steward may be in attendance at this step. A written answer shall be given within five(5) days of the meeting or within such longer time as may be mutually agreed upon.

Step No. 4

Failing settlement of any difference between the parties under Step No. 3 of the Grievance Procedure arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such difference or question may be taken to arbitration as provided in Article 7 within fifteen(15) working days after the final decision under the Grievance procedure is given.

Clause 7.03

Group Grievance:

- (a) A complaint or grievance of a group of three (3) or more employees shall begin at Step No. 2.
- (b) A grievance arising out of a job posting under Article 12.01(f) must be presented at Step 2 of the grievance procedure within five(5) full working days following the posting of the successful applicant as provided under Article 12.01(e).

Clause 7.04

Union and Company Grievances:

Any difference arising directly between the Company, the Union and/or the Local may be submitted in writing by either party at Step No. 3 and the time limits provided under the applicable provisions of the Grievance

Procedure shall appropriately apply to both parties.

Clause 7.05

All written decisions arrived at between the representatives of the Company and the representatives of the Union and/or the Local shall be final and binding upon the Company, the Union, the Local and the employee or employees concerned.

Clause 7.06

Discharge or Suspension:

- (a) Management shall not take disciplinary action without first warning the employee, unless the circumstances justify immediate discipline or discharge. Any written disciplinary action or discharge notice must be given in writing with a copy to the Local Union President. In the event of a claim that an employee has been discharged or suspended unjustly or unreasonably, a grievance shall be filed commencing at Ste No. 3 of the Grievance Procedure and must be filed within five(5) full working days after the notice has been given.
- (b) Written or recorded verbal warnings shall be given in the presence of a Union committee member or steward. The Company and the Union agree that disciplinary penalties shall not be imposed unreasonably or unjustly.
- (c) If it is determined or agreed at any step in the Grievance Procedure or decided through Arbitration that any employee has been disciplined or discharged unjustly, or that a penalty is too severe, the Management shall put the employee back on the job held prior to the discipline or discharge with no loss of seniority and they shall pay the employee the amount that would have been earned had the employee been working or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board

of Arbitration, or single Arbitrator, if the matter is **so** referred.

Clause 7.07

Saturdays, Sundays and Plant Holidays shall not be counted in determining the time limit during which an action may be taken or completed pursuant to the Grievance Procedure, including Arbitration. **Any** time limits fixed by this Article and Article 8 are mandatory; however, such time limits may be extended by written agreement between the Company and the Union.

Article 8
ARBITRATION

Clause 8.01

When a grievance is submitted to arbitration as hereinbefore provided, the parties agree to generally proceed with a sole arbitrator, however, should either party so request, a ~~three~~(3) member board will be used.

Clause 8.02

When either party requests that any matter be submitted to arbitration before a sole arbitrator, it shall **so** inform the other party in writing and at the same time suggest the name of a sole arbitrator. If within one week thereafter, the parties are unable to agree **on** the selection or use of a sole arbitrator they shall proceed in accordance with clause 8.03.

Clause 8.03

Where either party requests that any matter be submitted **to** arbitration and before an "Arbitration Board", it shall make such request in writing addressed to the other party of this Agreement, and at the same time nominate an appointee, and provide the other party with the name, address and telephone number of its appointee. Within five(5) days thereafter, the other party shall nominate an appointee, and provide the other party with the name,

address and telephone number of its appointee, provided, however, that if such party fails to nominate an appointee as herein required, the Labour Management Arbitration Commission for the Province of Ontario shall have power to effect such appointment upon the application thereto by the party invoking Arbitration Procedure. The two appointees so nominated shall confer within five(5) days and shall attempt to select by agreement a Chairman of the Arbitration Board. If they are unable to agree upon such a Chairman within such period, they shall then request the Labour Management Arbitration Commission for the Province of Ontario to select an impartial chairman.

Clause 8.04

No person may serve on a Board of Arbitration who has been involved in an attempt to negotiate or settle the grievance.

Clause 8.05

This Agreement shall not be altered, modified or amended by a sole arbitrator or an Arbitration Board.

Clause 8.06

The proceedings of the sole arbitrator or Arbitration Board will be expedited by the parties hereto, and the decision of the sole arbitrator or the chairman of the arbitration Board will be final and binding upon the parties hereto and the employee or employees concerned.

Clause 8.07

Each of the parties hereto will bear the expenses of the appointee representing it and the parties will jointly bear the expenses of the chairman of the Arbitration Board or the sole arbitrator.

**ARTICLE 9
SENIORITY**

Clause 9.01

"Seniority" will be defined as the length of employment, commencing with the last date of hiring, subject to any exceptions contained in this Agreement.

Clause 9.02

(a) Employees shall be termed probationary and shall be placed on the seniority list when they have been employed continuously for two(2) months from the date they were last hired ~~except that employees who do not work continuously during their probationary period shall be credited with two(2) months seniority when they have worked fifty(50) days within any twelve(12) consecutive calendar months. Their hiring date shall be the date two(2) months prior to the fiftieth(50) day worked.~~ *9000*

@)The above provisions do not apply to students hired for the summer period as vacation replacement employees. Such replacement employees will only be hired after the lay-off list is exhausted of employees who can perform the available work satisfactorily.

All such employees who remain employed as of mid-September of the current year will become new employees as defined in 9.02(a).

Clause 9.03

Dismissal of Probationary Employees:

It is understood that probationary employees may be dismissed by the Company for reasons less serious than might justify the dismissal of an employee who has acquired seniority and, accordingly, the dismissal of a probationary employee will not be the subject of a grievance.

Clause 9.04

Seniority will be on a plant-wide basis.

Clause 9.05

An updated seniority list showing each employee's plant-wide seniority shall be posted in each department in January and July.

Clause 9.06

Two(2) copies of the seniority list shall be furnished to the President of the Local at the time of posting.

Clause 9.07

The President and six(6) other officials designated by the Local shall have top seniority applicable in the case of lay-off only, provided they have at least one(1) year of seniority.

Clause 9.08

Seniority on Transfer

(a) Persons transferred prior to 1 January 1971 from other locations to jobs within this unit at the Brampton Plant shall upon being transferred, be credited for seniority purposes with the total length of time since they were last hired.

Persons transferred by the Company from other locations of Consumers Glass after 1 January 1971 to jobs within this unit at the Brampton Plant shall be credited with Brampton Plant seniority dating from date of hire at Brampton for purposes of job posting, lay-off, etc., and with Company seniority for vacation and other entitlements, provided however that such transfer will not result in the lay-off nor the extension of lay-off at the date of such transfer of any employee in the bargaining unit having qualifications equal to those of the person so transferred.

(b) An employee transferred to a salaried position will retain the right to return to the job held at the date of transfer out of the bargaining unit for a period of ninety(90) days.

Employees transferred back to the bargaining unit after ninety(90) days shall have the right to a job based on credited seniority as a Palletizer or Selector Packer.

Salaried employees transferred to the bargaining unit will be credited with the seniority they held at the date of transfer out of the bargaining unit.

Clause 9.09

Temporary Transfers:

- 27/13
- (a) Temporary vacancies which are expected to last sixty(60) days or less shall be filled by qualified employees as assigned by the Company, giving consideration to seniority first. All other temporary vacancies shall be posted indicating the estimated duration of the job.
 - (b) In the case of temporary transfers of sixty(60) days or less, employees will receive their own rate, or the classification rate for the job to which they are transferred, whichever is greater.
 - (c) It is understood that when the job is completed, employees will revert to their regular job.
 - (d) It is understood that experience gained on temporary transfers of sixty(60) days or less shall not count if the vacancy becomes permanent.
 - (e) In case of a cutback in the work force due to furnace rebuilding or repair, all classified forming machine operators shall retain their base rate.
 - (f) The duration of any temporary job posting will not exceed nine(9) months. If the same temporary vacancy still exists after nine(9) months, it will be reposted. It is understood that experience gained on a temporary posting shall count if the job is posted as a permanent position.

(g) The Union shall be notified, in writing, of all temporary transfers of one(1) week or more and/or job postings.

Clause 9.10

Loss of Seniority:

Seniority shall be accumulated but employees shall lose all seniority if they:

- (a) voluntarily quit the employ of the Company;
- (b) are discharged, and such discharge is not reversed through the Grievance or Arbitration procedures;
- (c) are absent from work for a period of three(3) normally scheduled consecutive working days or overstay a leave of absence for three(3) normally scheduled working days, without advising the Company's Human Resources Department giving justifiable cause for the absence and furnishing such documentary evidence as may be reasonably required by the Company;
- (d) following a lay-off, after being notified by the Company by registered mail at their last address on the Company's record to return to work, fail to make arrangements which are satisfactory to the Company within three(3) calendar days after the notification to return to work and fail to return to work within seven(7) calendar days after having been notified to return to work;
- (e) have been laid off for more than twelve(12) consecutive calendar months and having less than five(5) years seniority. An employee having(5) years or more seniority shall retain and accumulate seniority during a period of eighteen(18) months of continuous **lay-off**;

2-9
12

- (f) accept employment elsewhere, without the consent of the Company where such employment prevents the employees from effectively discharging their duties to the Company, except when on lay-off.

Clause 9.11

Seniority shall be maintained and accumulated during a leave of absence only when it has been approved in writing by the Manager, Human Resources with a copy to the President of the Local.

5/2

Article 10
LAY-OFF PROCEDURE

Clause 10.01

Except for emergency lay-offs of five(5) days or less when the Company has decided that circumstances require a reduction of the working force, the following shall apply:

- (a) All vacation replacement employees shall be laid ~~off~~ first.
- (b) Thereafter, all probationary employees shall be laid ~~off~~.
- ^ (c) Thereafter, the employees with the least seniority shall be laid ~~off~~ first, providing those employees retained can perform the available work satisfactorily.
- 24/3 (d) At the discretion of the Company, fifty percent(50%) of the former ~~machine operators and forming specialists~~ may ~~be retained, based on seniority, providing~~ they do not replace an employee with more seniority.
- (e) Notwithstanding Article 10.01(c), in the event of a partial or complete shutdown of production operations, the company may, at its discretion, schedule employees for formal training related to their job.

The employees requiring training shall be scheduled according to seniority within their classification. The company will provide the union with the training plan. i.e., content, names of the employees to be trained and length of the training program.

Clause 10.02

(a) In the event of an emergency lay-off of five(5) working days or less, the Company will retain needed classifications as required on a department shift seniority basis. **No** employee will receive an emergency lay-off of more than five(5) working days in total in any twelve(12) month period.

@)An employee upon returning to work following an emergency lay-off **as** provided under paragraph (a) above will be furnished by the Company with written confirmation of such lay-off. **A** copy of this notice shall be given to the Local President.

Clause 10.03

Except in case of emergency lay-off, or lay-off of five(5) days or less, employees shall be given general written notice of lay-off **a minimum** of seven(7) days in advance of the effective date. **A** copy of this **notice** shall be given to the Local President at the same time. *28/05*

Clause 10.04

When recalling employees to work after a lay-off, they shall be called in reverse order to that in which they have been laid off subject to the condition in clause 10.01(c). *27/D*

Clause 10.05

Employees shall be notified of recall by any practical means; however, failing to contact an employee by these means, notification shall be in the form of a registered letter. Responsibility of proper address and telephone number on record with the Company shall be that of the employee.

Article 11
HOURS OF WORK

Clause 11.01

The current schedules and hours of work as outlined below and presently in force will remain in effect. Any proposed changes outside this schedule will be mutually agreed to by the Union Committee and the Plant Manager.

Clause 11.02

If the Union Committee does not agree with a proposed change in the schedule of hours the Company will proceed with the change subject to the Union's right to grieve.

Clause 11.03

Schedule of Hours:

Hours of work for seven(7) days continuous shift employees will be:

(42 hour) Week Average

Shift 1 11:30 p.m. - 7:30 a.m.

Shift 2 7:30 a.m. - 3:30 p.m.

Shift 3 3:30 p.m. - 11:30 p.m.

Steady Day Workers:

(40hour) Monday to Friday

8:00 a.m. - 4:30 p.m.

7:00 a.m. - 3:30 p.m.

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Intermittent Shin "A" - Warehouse

(40 hour) Monday to Friday

Day Shift: 7:30 a.m. - 3:30 p.m.

Afternoon Shift: 3:30 p.m. - 11:30 p.m.

Intermittent Shift "B" - Warehouse

(40 hour) Monday to Friday

Day Shift: 7:30 a.m. - 3:30 p.m.

Afternoon Shift: 3:30 p.m. - 11:30 p.m.

Night Shift: 11:30 p.m. - 7:30 a.m.

Clause 11.04

Normally scheduled hours will be posted for day, intermittent and continuous shift workers.

Clause 11.05

It is understood that the foregoing provisions shall not constitute a guarantee of hours of work per day or of days of work per week, nor shall these schedules be arbitrarily modified for the purpose of avoiding the payment of overtime.

Clause 11.06

Rest Periods

The Company agrees to grant each employee during each half of a shift, a rest period not to exceed ten(10) minutes, which will be arranged by the Supervisor.

Clause 11.07

Lunch Periods:

The Company will grant to each employee on a continuous shift operation, a ~~thirty(30) minute paid lunch~~³⁶ break. Employees on ~~steady day work~~²³⁰ will be allowed an unpaid lunch period of thirty(30) minutes.

Article 12
JOB POSTING

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Clause 12.01

Subject to clauses 12.02 and 12.03, the Company shall post notice of all job vacancies or new classifications coming within the scope of this Agreement. Such notices shall be posted on the Human Resources and Warehouse bulletin boards for a period of five(5) days.

(a) Employees shall apply in writing on forms supplied

by the Company, for posted jobs.

@)In filling vacancies, preference will be given to employees on the basis of skill, competence and ability for the job concerned.

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When those qualifications are met, the employee having the greatest plant-wide seniority will be given preference.

- (c) When employees are not successful, they shall revert back to their last job and this procedure shall be applied to all jobs affected by the posting.
- (d) It is understood, however, that if a vacancy is not filled for thirty (30) days it shall be considered a new vacancy for the purpose of posting.
- (e) The name of the successful applicant will be posted on the Human Resources and Warehouse bulletin boards as soon as possible after the expiry date of the job posting.
- (f) Upon request to the Human Resources Department, applicants who do not receive the position applied for will be given in writing the reasons why their application was refused. Unsuccessful applicants may lodge grievances as provided under 7.03(b).
- (g) The President of the Local shall receive copies of all postings.
- (h) Successful applicants to permanent positions that are lateral or downward need not be considered on subsequent job postings for a period of six(6) months from the date of appointment.
- (i) If employees file a written notice with the Human Resources Department as to their interest in applying for a stipulated regular, full-time job should one

become available during an absence due to vacation, their application will be given consideration.

Clause 12.02

Appointments to Supervisor and above the rank of Supervisor or leadhand positions shall not, however, be subject to the provisions of this Article. All appointments to these positions will be posted on the Company's notice board.

Clause 12.03

Job vacancies in a classification from which employees have been previously displaced as a result of a reduction in the work force shall not be subject to the provisions of this Article. Employees previously displaced from such jobs shall return to their former classifications as Le vacancies occur.

**Article 13
WAGES**

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Clause 13.01

Wage Rate (Schedules):

The wage rates during the life of this contract for the Brampton factory shall be as shown in Appendix "A".

Clause 13.02

New Classifications:

It is agreed that the Company has the right to establish new job classifications during the life of this Agreement and apply a wage rate for such classification. This will be discussed with the Union prior to implementation. **If** no agreement is reached the Union may lodge a grievance beginning at Step **No. 3** of the Grievance Procedure, as provided in Article 7 of this Agreement.

16/2

Clause 13.03

Shift Premiums:

(a) In addition to the employee's regular hourly base rate,

a shift differential will be paid to all employees working the afternoon shift. The amount of the differential will be twenty eight cents(\$0.28) per hour.

(b) In addition to the employee's regular hourly base rate, a shift differential will be paid to all employees working the night shift. The amount of the differential will be ~~thirty-five cents(\$0.35)~~ ^{45/100 035} per hour.

Clause 13.04

Leadhand and First **Aid** Premiums

Leadhands shall receive a minimum of twenty-five cents(\$0.25) per hour more than the top rated jobs under their jurisdiction. The assigned qualified First Aid Attendants shall receive twenty five cents(\$0.25) per hour over their normal rate.

Instructor Premium:

Instructors will receive twenty cents(\$0.20) per hour over the leadhand rate.

Clause 13.05

I.S. Machine Premiums will be as follows:

| | | |
|-----------|--------------|----------|
| 6 Section | - single gob | - \$0.15 |
| | - double gob | - \$0.29 |
| | - triple gob | - \$0.35 |
| 8 Section | - single gob | - \$0.17 |
| | - double gob | - \$0.39 |
| | - triple gob | - \$0.48 |

Clause 13.06

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When employees report for work at the regularly scheduled time for their shift, they shall be entitled to a minimum of four(4) hours pay at their regular hourly base rate, unless previously notified by the Company not less than two(2) hours prior to their normal starting time not to report and provided that if requested by the Company the employees shall perform whatever available work to which they may be assigned.

Clause 13.07

When Classification Rate Applies:

On completion of six(6) months of active employment, a new employee shall be paid the classification rate for the job. Absences from work for any reason, including lay-off, for more than two(2) consecutive weeks will be added to the qualifying period.

Clause 13.08

(a) Rate of Pay on Job Posting:

Employees who are accepted through job postings shall receive the classification rate for the job providing that they have completed their probationary period. If employees have not completed their probationary period, they will be paid the probation rate of the appropriate group they have posted into.

(b) Employees who post back into a job which they have held previously, shall, if accepted on the job, receive a rate at the same level of progression as they received when they last worked on the job, except as covered under clause 13.08(a).

~~Elbtu Ray~~ 3.09



Employees on Furnace Repair shall be paid thirty-five cents(\$0.35) per hour over their regular hourly base rate as premium for "Hot Work". "Hot Work" is defined as repair work on a furnace while it is to melting or holding heat temperature and necessitating the use of aluminized heat protective clothing. In addition, when a feeder spout requires changing while under operating temperature, those employees directly handling the spout change shall receive the "Hot Pay" premium. This premium shall not apply to employees specifically hired for routine maintenance work on a furnace or feeder.

Clause 13.10
Cost of Living Allowance

1st year of the Agreement

For this purpose:

(a) "The Consumer Price Index" means the Consumer Price Index for Canada as published by Statistics Canada (1971 = 100) and hereinafter called the C.P.I.

②) The base index means the C.P.I. for the month of July 1991 + 5%

(c) The cost of living allowance program shall provide \$0.01 per hour for each full .35 point rise in the C.P.I. over the base index. Payments, if any, will commence in the first pay period beginning in the month following the publication of the C.P.I. for October 1991 based on the total point advance in the October 1991 C.P.I. over the base index. Thereafter, the allowance will be adjusted upwards or downwards as required at three months intervals based on the index as of January 1992, April 1992 and July 1992.

(d) This allowance will be paid only on regular hours actually worked and shall not be considered for the purpose of computing overtime, premium time or any other earnings for any benefits based on wages unless otherwise required by law.

(e) The allowance, if any, will continue following the September 2, 1992 wage increase.

(9) No adjustment retroactive or otherwise shall be made due to any revision which may later be made in the published index.

(g) The continuance of the cost of living allowance shall be contingent upon the availability of the official monthly C.P.I. in its present form and calculated on the same basis as the index in effect at the date of

signing this Agreement unless otherwise agreed by the parties.

2nd Year of the Agreement

For this purpose:

- (a) "The Consumer Price Index" means the Consumer Price Index for Canada as published by Statistics Canada (1971 = 100) and hereinafter called the C.P.I.
- @) The base index means the C.P.I. for the month of July 1992 + 5%.
- (c) The cost of living allowance program shall provide \$0.01 per hour for each full .35 point rise in the C.P.I. over the base index. Payments, if any, will commence in the first pay period beginning in the month following the publication of the C.P.I. for October 1992 based on the total point advance in the October 1992 C.P.I. over the base index. Thereafter, the allowance will be adjusted upwards or downwards as required at three months intervals based on the index as of January 1993, April 1993 and July 1993.
- (d) This allowance will be paid only on regular hours actually worked and shall not be considered for the purpose of computing overtime, premium time or any other earnings for any benefits based on wages unless otherwise required by law.
- (e) The allowance, if any, will continue following the September 2, 1993 wage increase.
- (f) No adjustment retroactive or otherwise shall be made due to any revision which may later be made in the published index.
- (g) The continuance of the cost of living allowance shall be contingent upon the availability of the official monthly C.P.I. in its present form and calculated on the same basis as the index in effect at the date of

signing this Agreement unless otherwise agreed by the parties.

3rd Year of **the** Agreement

For this purpose:

- (a) "The Consumer Price Index" means the Consumer Price Index for Canada as published by Statistics Canada (1971 = 100) and hereinafter called the C.P.I..
- (b) The base index means the C.P.I. for the month of July 1993 ~~±~~ 5%.
- (c) The cost of living allowance program shall provide \$0.01 per hour for each full .35 point rise in the C.P.I. over the base index. Payments, if any, will commence in the first pay period beginning in the month following the publication of the C.P.I. for October 1993 based on the total point advance in the October 1993 C.P.I. over the base index. Thereafter, the allowance will be adjusted upwards or downwards as required at three months intervals based on the index as of January 1994, April 1994 and July 1994.
- (d) This allowance will be paid only on regular hours actually worked and shall not be considered for the purpose of computing overtime, premium time or **any** other earnings for any benefits based on wages unless otherwise required by law.
- (e) **No** adjustment retroactive ~~or~~ otherwise shall be made due to any revision which may later be made in the published index.
- (f) The continuance of the cost of living allowance shall be contingent **upon** the availability of the official monthly C.P.I. in its present form and calculated on the same basis as the index in effect at the date of signing this Agreement unless otherwise agreed by the parties.

Article 14
OVERTIME AND SUNDAY PREMIUM

Clause 14.01

As far as reasonably practicable, overtime will be equitably distributed among those normally performing the work to be done. The Company shall maintain a log book in each department of all overtime worked and/or refused and such log book shall be open for inspection for all employees in their departments upon request to their supervisor.

Clause 14.02

All work performed in excess of the employee's normal scheduled daily working hours will be considered overtime and paid at the rate of time and one-half(1-1/2) and at double(2) time for time worked in excess of ten(10) consecutive hours.

Clause 14.03

Continuous shift workers shall be paid at the rate of ~~time and one-half(1-1/2)~~ ⁴³ for all work performed on Sunday ~~and at double(2) time~~ ⁴⁰³⁰⁰⁰ for all work performed on the Sunday of the employee's long weekend off. ³⁷⁵

Clause 14.04

- (a) Overtime and Sunday premium rates shall be calculated on the basis of the employee's regular hourly base rate exclusive of all other earnings, plus shift premium where applicable.
- (b) An employee who for the convenience of the Company is required to work a second shift of eight(8) hours within a twenty-four(24) period due to a shift changeover shall be paid at the overtime rate for such excess hours except when the employee's shift cycle is changed as a result of a reduction of the working force.

Clause **14.05**

Shift workers will protect their jobs for one(1) hour into the next shift at the applicable overtime rate.

Clause **14.06**

Except as provided in 14.05 above, overtime shall be voluntary. However, employees shall be expected to cooperate with the Company in an emergency and be paid at the applicable overtime rate.

Clause **14.07**

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Call-in Pay:

Employees called in for emergency work outside of their regular working hours shall be paid not less than the equivalent of four(4) hours pay at straight time rates, or the applicable overtime rate, whichever is higher, except when such call-in is not more than one(1) hour before the start of their regular shift, in which case the hours so worked shall be paid for at the overtime rate. Employees shall be permitted to go home if so desired after the emergency work has been completed.

Clause **14.08**

Call-in on Plant Holiday

Employees called in to work on a plant holiday shall receive a minimum of four(4) hours pay at double time or pay for actual hours worked at double time, whichever is greater.

Clause **14.09**

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Meal Allowance:

Employees required to work(2) hours or more of overtime, either prior to or beyond their normal scheduled daily working hours shall receive a meal allowance. The amount of the meal allowance will be five dollars(\$5.00).

Clause **14.10**

Overtime and premium pay shall not pyramid.

Clause 15.01

Plant Holidays and Hours Observed • Continuous Shift:

Subject to other paragraphs of this article, continuous shift employees who have completed their probationary period will be paid for the following holidays on the basis of eight(8) hours at their regular hourly base rate, regardless of the day on which they fall:

- | | |
|-----------------------------|-----------------------------------|
| 1. December 31st | 7. Labour Day |
| 2. New Years Day | 8. Sunday before Thanksgiving Day |
| 3. Good Friday | 9. Thanksgiving Day |
| 4. Easter Saturday | 10. December 24th |
| 5. Easter Sunday | 11. Christmas Day |
| 6. Sunday before Labour Day | 12. Boxing Day |

The foregoing holidays shall be observed during the time periods following:

Nos. 1, 2 •

7.30 a.m., December 31 until
7.30 a.m., January 2

Nos. 3,4,5, •

7.30 a.m., Good Friday until
7.30 a.m., Easter Monday

Nos. 6,7 -

7.30 a.m., Sunday before Labour Day until
7.30 a.m., Tuesday after Labour Day

Nos. 8, 9 -

7.30 a.m., Sunday before Thanksgiving Day
until 7.30 a.m., Tuesday after Thanksgiving Day

Nos. 10,11,12, •

7.30 a.m., December 24 until
7.30 a.m., December 27

Clause 15.02

Plant Holidays and Hours Observed • Day,
Intermittent and Non-Continuous Shift:
Subject to other paragraphs of this article, all day,
intermittent and non-continuous shift workers who have
completed their probationary period will be paid for the
following holidays on the basis of eight(8) hours at their
regular hourly base rate regardless of the day on which
they fall:

- | | |
|-----------------|--------------------|
| 1.New Years Day | 7.Thanksgiving Day |
| 2.Good Friday | 8.December 24th |
| 3.Victoria Day | 9.Christmas Day |
| 4.Canada Day | 10. Boxing Day |
| 5.Civic Day | 11.December 27th |
| 6.Labour Day | 12.December 31st |

The foregoing holidays shall be observed for a period of
twenty-four(24) hours commencing at 7:00 a.m., **7:30**
a.m., or 8:00 a.m., as the case may be, on the day
proclaimed by Federal, Provincial or Municipal
proclamation.

Clause 15.03

Plant Holiday Premium:

- (a) Those employees who are, as part of their normal job,
regularly required and scheduled to work on statutory
holidays because of the nature of their job(i.e. Batch
& Furnace Attendant, L.T.O.Cullet/Cullet Loader, etc.)
and employees who are regularly scheduled to work
on a statutory holiday for the purpose of ensuring the
maintenance of buildings or machinery, will be paid
^{37.2} at double time(2x) for hours worked. Such employees
who so notify the Human Resources Department
before the end of the pay period in which a paid
holiday occurs, may in the alternative replace such a
paid holiday which they have worked by another day
off which they shall take at a date mutually
satisfactory to them and the Company, or subject to
the same conditions, accumulate up to a maximum of

five(5) days the holidays so worked so as to take them consecutively. The holidays shall accumulate as such holidays accumulate.

- (b) Other employees who volunteer and are scheduled to work on statutory holidays shall receive a minimum of four(4) hours pay at double time(2x) or actual hours worked at double time(2x), whichever is greater.
- (c) Employees called into work on a statutory holiday, as covered by Article 14, Clause 14.08, may accumulate one day even if they have worked only four(4) hours subject to the maximum of five(5) days as specified under Clause 15.03(a).

Clause 15.04

To qualify for plant holiday pay employees must work their regularly scheduled shift immediately preceding and immediately following the holiday. However, under the following special circumstances employees will also qualify:

- (a) If on lay-off of fifteen(15) calendar days or less;
- (b) If on authorized leave of absence of not more than ten(10) days during which the holiday is recognized and having complied with other standard requirements;
- (c) If absent because of illness for at least two(2) working days either before or after the holiday or if absent because of illness for a period of not more than twenty-one(21) days within which the holiday falls providing a written confirmation of illness from the employee's physician is provided to the Human Resources Department;
- (d) If absent because of a bereavement leave;
- (e) If the holiday falls within an employee's scheduled vacation period.

Clause 15.05

Employees will be paid as per clauses 15.01 and 15.02 for any holidays which fall within their vacation period. Employees who wish to take an extra day off at the beginning or end of their vacation can request a one(1) day leave-of-absence from their supervisor.

Article 16
VACATIONS WITH PAY

Clause 16.01

New Employees

Employees with less than one(1) year's seniority as of December 31st shall be entitled to receive in the following year, one day's vacation up to a maximum of ten(10) working days for every one(1) month of accumulated seniority completed during the calendar year preceding that in which the vacation is being taken.

Vacation pay shall be 4% of the employee's gross earnings accumulated during the 12 month period ending December 31st prior to the vacation year.

Clause 16.02

Employees who have completed one(1) or more years of accumulated seniority by December 31st of the preceding year shall be entitled to receive in the following year vacations with pay on the following basis:

| Accumulated Seniority | Vacation Entitlement | % of Previous Calendar Years Earnings | |
|-----------------------|----------------------|---------------------------------------|-----------|
| 1 year | 2 weeks | 4% | <u>54</u> |
| 5 years | 3 weeks | 6% | 05-03 |
| 11 years | 4 weeks | 8% | 11-04 |
| 20 years | 5 weeks | 10% | 20-05 |
| 30 years | 6 weeks | 12% | 30-06 |

Employees will be entitled to vacation pay based on the

applicable percentage of their previous year's earnings or their weekly wage calculated on applicable normal working hours for each week of entitlement, whichever ~~is the greater.~~

Clause 16.03

An employee upon leaving the Company's service will be paid vacation allowance on the basis of the schedule of vacation pay in accordance with the Collective Agreement. An employee who does not give seven(7) days' notice shall be entitled to receive accrued vacation allowance in accordance with the terms of the Collective Agreement for the previous year and in accordance with the terms of the Employment Standards Act of the Province of Ontario for the current year.

Clause 16.04

Employees off work because of sickness or injury may upon request to the Human Resources Department receive vacation pay in lieu of vacation.

Clause 16.05

Vacations must be taken during the calendar year in which they are due.

Clause 16.06

Eligible employees will be granted their additional week of vacation of pay after the date in the year in which they qualify and each succeeding year thereafter.

Clause 16.07

(a) Should the company decide to stop production for the purpose of granting vacations, it will be in the period of July 1st to Labour Day and the company agrees to advise the Union at least ninety(90) days and sooner if possible prior to the shutdown.

(b) If a plant shutdown is contemplated during the Christmas season, the Union will be notified thirty(30)

days and sooner if possible, prior to the date of the plant shutdown.

Clause 16.08

- (a) Separate deposits will be made for each week of vacation entitlement.
- (b) All deductions normally made from an employee's regular pay shall be deducted from the employee's vacation pay.

Clause 16.09

- (a) Vacation requests submitted by April 1st will be considered based on seniority. Vacation requests submitted after April 1st will be considered on a first come first served basis.
- (b) The number of employees who may be absent on vacation at any one time, in any one classification, department or shift, will be determined depending on the production requirements.
- (c) If no vacation shutdown is scheduled, employees who submit their vacation request by April 1st shall, prior to the allocation of third, fourth and subsequent weeks of vacation to any employee, be granted two(2) weeks of vacation in the period from mid-June to mid-September.
- (d) Employees eligible for vacation shall be notified of their vacation period as far as possible in advance.
- (e) Employees shall receive their vacation pay, if desired, two(2) weeks preceding such period providing they requested such pay four(4) weeks preceding their vacation.

Article 17
HEALTH AND WELFARE

Clause 17.01

For those employees eligible for the following plans, the Company agrees to contribute the following percentage.

70.3/100 74/007993
Weekly Indemnity - 100% of the premium cost for a plan which will provide 66-2/3% of the employee's basic weekly wage to the U.I.C. maximum benefit on the basis of a 1-1-4-26 plan (first day of accident, first day hospital, fourth day of illness, with maximum claim period of twenty-six weeks).

70.1K 70.6
100 70.6
Extended Health - 100% of the premium cost for a plan providing a \$20.00 deductible for those eligible for family coverage under this plan and \$10.00 deductible for those eligible for single coverage under this plan.

70.2/100
Group Life Insurance - 100% of the premium cost of existing plan will be paid by the Company. The life insurance benefit covers the following:

72/150
Employees with dependents - 200% of their "base hourly rate" times 2100 hours (maximum \$150,000.00).

Employees with no dependents - 150% of their "base hourly rate" times 2100 hours (maximum \$150,000.00).

Coverage is rounded to the nearest \$100.00.

Life insurance coverage will be provided to all retiring employees. The amount of life insurance coverage will be \$3,000.

70.2 70.2
Dental Plan:
The Company shall pay 100% of the premium cost for a Dental Plan based on the following fee schedule:

Effective January 1, 1992 - Claims paid based on 1991 ODA Schedule of Fees.

Effective January 1, 1993 - Claims paid based on 1992 ODA Schedule of Fees.

Effective January 1, 1994 - Claims paid based on 1993 ODA Schedule of Fees.

The plan covers 100% for Routine and Major Restorative Plan, Excelsior Class I and 50% of Class **II** and Class **III**.

The claims paid are subject to a deductible of \$25.00 single/\$50.00 family per year.

Maximum coverage is \$1,000.00 per person(single) and \$1,000.00 for each covered dependent(family) per year. Subject to other eligibility requirements of the plans, employees will be eligible for Company paid Extended Health and Group Life insurance on the first (1st) day of the month following six(6) months of active employment.

Eligibility for weekly indemnity shall be the first(1st) day of the month following three (3) months of active employment.

Absences from work for any reason, including lay-off, for more than two(2) consecutive weeks will be added to the qualifying period.

Clause 17.02

Provision for National Plan:

In the event that during the term of this Agreement, there is introduced any health and/or welfare plan, under any Federal and/or Provincial authority which the employees of the Company are required to contribute through taxation or otherwise, it is agreed that the benefits contained in Article 17 of this Agreement shall be coordinated with any benefits that may be available under

any such Federal and/or Provincial Plan. In the event that the costs of the co-ordinated coverage shall be less than the costs of the benefits outlined in Article 17, the Company shall provide additional Health and/or Welfare benefits, as mutually agreed to, to the extent available from the savings gained from the introduction of the co-ordinated plan.

Article 18
AUTOMATION AND TECHNOLOGICAL CHANGE

Clause 18.01

The Union acknowledges that the Company has the right to install at any time mechanical, electronic or any other type of automated equipment. Such installations may affect the work of the entire bargaining unit or certain individuals in the unit, in which case the Company will:

- a) as far in advance as possible before the installation of such equipment, meet with ~~the~~ Union Committee and provide the Committee with data regarding proposed date of installation, number and classification of employees likely to be affected by it, and;
- b) provide training facilities for operating such equipment, which, in the judgement of Management, will assist the senior displaced employee or employees to qualify for any new jobs so created;
- c) provide a period of time of fifteen(15) working days or such longer period as Management may decide appropriate for the senior employee or employees to learn to operate the equipment and, if in the judgement of management such employee(s) is not competent to operate the equipment after such period, then Management shall be entitled to staff the job as covered by the provision of Article 12.

Clause 18.02 U B.I.K 99
Severance Pay:

(a) Subject to the seniority provisions of this Agreement, employees who become permanently displaced as a result of the closing of the plant, or a department, or as a consequence of technological changes, shall be entitled to a severance allowance in accordance with their seniority. The amount of severance allowance to which an employee shall be entitled shall be:

- 5 years but less than 7 years • 3 months pay 30
- 7 years but less than 10 years • 4 months pay 30
- 10 years but less than 15 years • 5 months pay 30
- 15 years or more of service • 12 months pay 30

(b) All seniority rights will cease on payment of severance allowances.

Article 19 631N
LEAVES OF ABSENCE 4

Clause 19.01

The employees may be granted leaves of absence by the Company upon written application to the employee's Department Head. A copy of the disposition of the request will be sent to the President of the Local Union.

Clause 19.02 88191 agreement 7-43 631N
Pregnancy Leave and Parental Leave: 4

Employees who have satisfied the eligibility requirements shall be entitled to a pregnancy and/or parental leave.

Clause 19.03 631K
Local Union Leave: 3

Employees who have been elected or appointed by the Union to attend a Union Convention or business of the Union other than ~~normal~~ -membership or committee meetings shall be granted a leave of absence without pay for this purpose. It is understood that no more than two(2) employees from any one department shall be appointed and the total from all departments shall not

exceed ten(10). However, should it be necessary for more than one(1) employee from one department to be off at the same time, it will be the responsibility of the employees involved to make their own arrangement for a suitable replacement of equal classification. During Wage Contract Negotiations only, the designated Union Committee shall be granted an automatic leave of absence to attend such meetings with Management. ^{63.10}

Clause 19.04

One employee may be appointed or elected to work fulltime for the Union and will be granted leave of absence for a period up to one(1) year and this leave will be extended by the Company from year to year upon written application by the employee. Upon expiration of the leave of absence, the employee will be re-employed in the position formerly held at the rate prevailing at the time of such re-employment. ^{63.11}

Clause 19.05

Bereavement

(a) Employees shall be compensated at their base rate of pay for a period of not more than three(3) days at eight(8) hours each for absence due to death of the employee's Mother, Father, Wife, Husband, Child, Brother, Sister, Daughter-in-law, Son-in-law, Father-in-law, Mother-in-law, Brother-in-law and Sister-in-law. ^{63.12}

Employees shall be compensated at their base rate of pay for a period of not more than two(2) days at eight(8) hours each for absence due to death of the employee's grandparents.

Employees who do not attend the funeral shall receive one(1) day off with pay.

(b) Employees shall be compensated at their base rate of pay for a period of not more than one(1) day at eight(8) hours for absence due to the death of their

grandchildren for the purpose of attending the funeral.

- (c) In all cases, satisfactory proof of relationship to the deceased shall be provided to the Human Resources Department.

Clause 19.06

Jury Duty:

Employees required to report for jury duty (or who have been subpoenaed as a crown witness) will receive wages calculated at regular base rate, times their normal daily working hours for any time lost from work in order to maintain continuity of pay.

It is understood that the employee must present the court certificate of service to substantiate their attendance at court and will reimburse the Company with all jury pay for those days.

Article 20
SAFETY AND HEALTH

Clause 20.01

The Company shall make reasonable provision for the occupational health and safety of their employees during the hours of their employment and take reasonable action to protect employees from injury, and the Union may bring to the attention of the Company recommended suggestions in this regard.

Clause 20.02

Such matters shall be subject to discussion between the Company and the Safety Committee.

Clause 20.03

An Occupational Health & Safety Committee shall be jointly set up on the following basis: three(3) representatives of the Union including a co-chairperson, three(3) representatives of Management including a co-chairperson and other sub-committees as may be agreed

upon by the Company and the Union.

Clause 20.04

Meetings will be held at least monthly. Minutes shall be kept and a copy shall be sent to the Local President within one(1) week after the meeting.

Clause 20.05

The Occupational Health & Safety Committee shall have as its primary purpose the prevention of accidents and the investigation of the nature and cause of accidents resulting in lost-time or which could have resulted in lost-time and to advise the Company as to the remedial action the committee feels should be taken.

Clause 20.06

Safety Equipment

(a) The Company will provide at no cost to the employees, safety equipment, which will include safety glasses, gloves, hard hats and special safety equipment, and any wearing apparel which is necessary for the safety of the employees.

(b) **Safety Shoes**

The Company will pay a subsidy towards the cost of each pair of safety work shoes purchased for the employees' use with a maximum of:

4 pairs per year- Forming Department employees and L.T.O. Cullet/Cullet Loaders

3 pairs per year- Plant Maintenance and Brick & Block Setters

3 pairs per year- Maintenance Department employees

2 pairs per year- for all other employees

The amount of the subsidy will be \$50.00.
Employees must have completed their probation period to be eligible for the subsidy. Purchase must be proved to the Company.

- (c) The Company will pay one hundred percent(100%) of the cost of prescription safety glasses for employees who have completed their probation period, providing they are purchased through the Company, to a maximum of \$70.00.

Clause 20.07

Injury at Work:

Employees who are injured while at work and are unable to ~~work~~ the balance of the shift during which the accident occurred shall be paid on the basis of their regular hourly base rate for the entire shift, plus shift premiums if applicable.

Clause 20.08

The Company shall ensure that there is a trained First Aid Attendant on each shift and that the person shall be assigned work in the immediate vicinity of Line 17-1 in the Cold End.

Article 21
BULLETIN BOARD

Clause 21.01

The Company agrees to furnish four(4) locked notice boards in mutually agreed upon locations easily accessible to the employees, for the purpose of posting notices of interest to the Local. Keys to these boards to be in possession of the Recording Secretary and Financial Secretary of the Local.

Clause 21.02

The Local may post material the subject matter of which will be restricted to recreational and social activities of the Local, notice of meetings, notice of elections of the

Local and the Union.

Clause 21.03

All material will be subject to approval in writing by the Plant Manager or Manager, Human Resources before being posted.

**Article 22
GENERAL**

Clause 22.01

Tool Allowance:

The Company will pay a yearly tool allowance of one hundred and twenty dollars(\$120.00) to employees who in the performance of their work are required by the Company to provide and maintain personally owned trade tools having a total value of three hundred dollars(\$300.00). This entitlement to be paid between December 1st and December 24th annually.

Clause 22.02

The Company will provide the employees with a cafeteria service twenty-four(24) hours a day, seven(7) days a week other than for Firewatch, Batch & Tank or Electrical Maintenance, during regular cleaning hours or when suitable other arrangements have been made and mutually agreed upon.

Clause 22.03

Persons whose regular jobs are not included in the bargaining unit shall not perform any work which is normally performed by classifications included in the bargaining unit except for the purpose of instructions, experimentation and in emergencies.

Clause 22.04

Employees who have been subject to disciplinary action shall have their record amended to delete such reference to disciplinary action on the following basis: Written warnings and suspensions will be invalid after one year

free of such action. Verbal warnings will be invalid after ~~six~~ months free of such action. This clause is not to be construed as nullifying any absentee records nor does it apply to disciplinary action resulting from violation of clause 23.01.

Clause 22.05

It shall be the duty of employees to notify the Company of any change of address and phone number and if an employee should fail to do this, the Company will not be responsible for failure to notify such employee.

Article 23
NO STRIKE OR LOCK-OUT

Clause 23.01

In view of the orderly procedure established by this Agreement for settling grievances, the Company agrees that there will be no lockout of its employees and the Local and the Union agree that there will be no strike or other collective action which will stop, curtail or interfere with work of the Company's operations. The Local and the Union agree that if any such collective action takes place, they will repudiate it forthwith and require their members to return to work.

Article 24
DURATION OF AGREEMENT

Clause 24.01

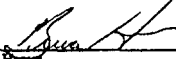
This Agreement shall continue until the 1st day of September 1994 and shall continue automatically thereafter during annual periods of one(1) year each, unless either party notifies the other in writing not less than thirty(30) days and not more than ninety(90) days prior to the expiration date that it desires to amend or terminate this Agreement. In the event of such notification being given as to amendment of the Agreement, negotiations between the parties shall begin

within fifteen(15) days following such notification.

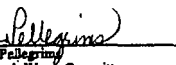
If pursuant to such negotiations an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement expires upon execution of a new Agreement or completion of conciliation proceedings as prescribed by law, whichever shall first occur.

In witness whereof each of the parties hereto has caused this agreement to be signed by its duly authorized representatives as of this 25th day of June 1992.

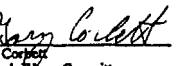
FOR THE UNION


B. Hansen
President, Local 260G


G. Goff
Local Wage Committee



J. Pellegrino
Local Wage Committee


G. Kay
Local Wage Committee

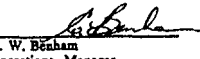

Gary Colett
Local Wage Committee

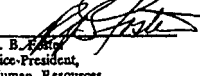

Bill Kasapchuk
Local Wage Committee

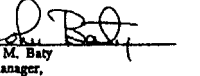

J. Merritt
Local Wage Committee

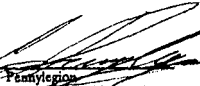

D. Clifford
Canadian Director

FOR THE COMPANY


C. W. Benham
Operations Manager,
Central Region


R. B. Bate
Vice-President,
Human Resources


J.M. Bate
Manager,
Human Resources


C. Fentylegion
Supervisor, Mould Repair

LETTERS OF UNDERSTANDING

1. Drivers' Uniforms
The Company agrees to maintain its current policy of subsidizing the costs of truck drivers' uniforms. One(1) winter coat will be supplied one per two year period. One(1) light jacket, one(1) hat and one(1) tie will be fully compensated once a year. One hundred percent (100%) of the cost of shirts and pants will be provided at a maximum of three(3) pairs per year per employee.
2. Bereavement Leave (Ref. Article **19.05**)
It is agreed that the past practice of recognizing common-law wife or husband for the purpose of bereavement entitlement will prevail during the term of this contract.
3. Local Union Leave (Ref. Article **19.03**)
Leaves of absence will be granted for five(5) members of the Union Executive for purposes of attending the regular membership meeting, provided a notice of at least one week has been given to the Company.
4. License Renewal
Suitable time will be granted to truck drivers for the purpose of driver's license renewal.
5. Plant Holidays(Ref. Article **15.02**)
When a holiday falls on a Saturday or Sunday, an employee will be granted a lieu day at a time mutually agreed to between the Company and the employee.
6. Winter Pants and Jackets
It is agreed that the Company will supply winter pants and jackets for full time employees who regularly work in the warehouse.

One(1) pair of pants and a jacket will be supplied to each eligible employee once every two(2) years on an alternating basis (pants one year, jackets the following year).

It is understood that employees issued these pants and jackets will be responsible for them, will replace them in the event they are lost or stolen and will return them upon being issued a new pair or if terminated employment.

7. Overtime Log

(a) In the case of an employee being absent from work or on a temporary posting or temporary transfer for more than one(1) week, overtime hours based on the average number of overtime hours recorded per employee in the affected work group (as per clause 14.01) during time of absence, shall be credited to the absent employee upon return to work.

(b) Said average hours per employee (indicated in (a) above) shall be determined by totalling the number of overtime hours recorded during the absence and dividing this total by the number of employees in the department or the affected work group.

(c) In the case of new hires or employees transferring in from another department or classification designated in the collective agreement, said employees shall be credited with the average number of overtime hours recorded per employee in the affected work group (calculated in the same manner as (b) above).

8. Apprenticeship Program

The Company will follow the provisions regarding apprenticeship under the Apprenticeship and Tradesmens Qualification Act of Ontario.

Candidates for apprenticeships will be selected as per the job posting procedures (of the collective

agreement). It is understood of course, that if there are no applicants for a posted job or those that do apply **do** not meet the qualifications, the Company **will go outside of the bargaining unit to select** a candidate.

25 **The** proposed wage rates for the apprentice will commence at 85% of the top rate for the trade involved and incremental increases in the rate will be made at pre-determined intervals in the program.

For example, an industrial electrician must complete 8,000 hours before being eligible to qualify for the certificate. The employee would therefore receive incremental increases after each 2,000 hours of work as an apprentice.

No apprentice will receive top rate until officially licensed.

9. Supplementary Agreement

The following constitutes an agreement concerning rotating continuous shifts as provided for in Article 11 of the current Collective Agreement and modifies the necessary articles of the current Collective Agreement in order to allow for the introduction, on a trial basis, of a 12-hour shift schedule.

By the following, and always subject to the condition that this will not involve any additional operating costs or adversely affect production, the Company will implement, for a trial period 12-hour shift working schedules applying to the employees currently working on continuous shifts in the following departments:

- Batch & Tank
- Forming
- Select & Pack
- Machine Maintenance
- Mould Maintenance
- Plant Maintenance
- Quality Control

- Warehousing
- Cold End Maintenance

The aforementioned trial period will be from ~~September 2, 1991 to September 1, 1994~~. However, the parties hereto retain the prerogative of terminating this agreement, at any time during the trial period following a notice to the other party of at least seven(7) calendar days. In this case, following such notice, employees concerned will revert to their previous work schedule and will be governed exclusively by the clauses of the present Collective Labour Agreement as soon as the trial period is terminated.

The parties to this agreement acknowledge and agree that the implementation of a 12-hour shift schedule necessitates certain modifications and amendments to the present Collective Agreement, and consent and agree that the employees working on a 12-hour shift schedule will be subject to the clauses of the present Collective Agreement **as** modified by the following:

Clause 11.03

Schedule of Hours

Hours of work for twelve (12) hour shift employees will be:

- Shift 1: 7:30 a.m. to 7:30 p.m.
- Shift 2: 7:30 p.m. to 7:30 a.m.

Clause 11.06

Rest Periods

The Company agrees to grant each employee during each shift, three(3) rest periods not to exceed fifteen(15) minutes, which will be arranged by the Supervisor.

Clause 13.03

Shift Premiums

Shift premiums will be paid in addition to the

employee's regular hourly base rate, according to the following schedule:

3:30 p.m. to 11:30 p.m. • \$0.28 per hour
11:30 p.m. to 7:30 a.m. • \$0.35 per hour

The Company will average these premiums in such a way as to provide equal or greater benefit to the employee.

Clause 14.02

All work performed in excess of the employee's normal schedule daily working hours will be considered overtime and paid at the rate of double(2) time for time worked in excess of twelve(12) consecutive hours.

Employees not normally scheduled to work will be paid at the rate of time and a half(1-1/2) for the first twelve (12) consecutive hours worked and double(2) time for all hours worked thereafter.

Employees not normally scheduled to work on a Sunday will be paid at the rate of double(2) time for all hours worked.

Clause 14.06

Overtime shall be voluntary; however, employees shall be expected to co-operate with the Company in an emergency and be paid at the applicable overtime rate.

It is understood and agreed by the parties hereto that should the Company experience difficulties in obtaining volunteers, the Company will invoke the seven(7) day termination clause to end the twelve(12) hour shift schedule.

Clause 15.03(a)

It is understood that for the purpose of 15.03(a) when employees elect to replace a paid holiday which they have worked by another day the Company will withhold twelve(12) hours pay for each such day. The maximum accumulation shall be three(3) days of twelve(12) hours each.

Clause 15.03(c)

Employees who are called into work on a statutory holiday, as covered by Article 14, Clause 14.08, may accumulate one day of 12 hours even if they have worked only four(4) hours subject to the maximum of three(3) days as specified under Clause 15.03(a).

Article 16

For the purpose of this Article, a week's vacation shall be deemed to be the period from 7:30 a.m. on Sunday to 7:30 a.m. the following Sunday.

Clause 19.05

Bereavement

For the purpose of this clause, employees eligible for three(3) days bereavement leave will be paid at the rate of twelve(12) hours per day to a maximum of twenty-four(24) hours. All other bereavement pay entitlement will be calculated at the rate of eight(8) hours per day of entitlement.

Clause 19.06

Jury Duty

For the purpose of this clause, "normal daily working hours" shall be deemed to be eight(8) hours.

This supplementary agreement will automatically become null and void at the end of the last day of the trial period, herein provided, unless the parties agree in writing before the said expiry date, to extend the period.

This agreement constitutes an integral part of the

Collective Agreement and is subject to the prior approval of the Department of Labour.


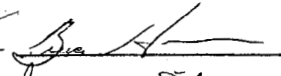
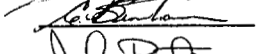
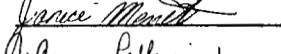


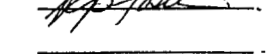
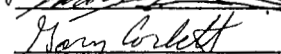
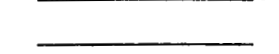
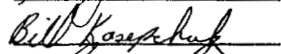
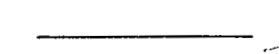


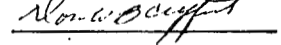
The parties hereto agree that the implementation or termination of the twelve(12) hours shift schedule shall not result in overtime payment to any employee solely due to such implementation or termination.

The Union declares, through its duly authorized officers, who will sign this memorandum, that all prior formalities to the signature of this memorandum of agreement, as provided by law or otherwise have been integrally respected.

In witness whereof, the parties have signed through their duly authorized representatives as they so declare, at Brampton, this 25th day of June 1992.

For Consumers Glass

For the Aluminum Brick and
Glass Workers International
Union, Local 260G

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APPENDIX "A"

501a
1

The progression times shown under Appendix "A" shall be deemed to be the time worked in the classification following the attainment of the classification rate Effective September 2, 1991

| Production Classifications | \$ Probation | \$ Class-ification | \$ 1 Year | \$ 2 Years |
|--|--------------|--------------------|-----------|------------|
| 1. Carton Assembler Utility Labourer..... | 12.30 | 13.57 <i>Base</i> | — | — |
| 2. Selector Packer Palletizer Mechanical Sweeper Operator Utility Labourer - Maintenance | 12.37 | 13.67 | — | — |
| 3. Operator In Training Mould Storage Attendant Checker Lehr Surface Coating Attendant Variable Parts Attendant..... | 12.57 | 13.69 | 13.97 | — |
| 4. LTO Cullet/Cullet Loader LTO Checker LTOC/Verifier LTO Pallet Pad | 12.74 | 14.13 | 14.31 | — |

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APPENDIX "A" (Continued)

Effective September 2, 1991

| | \$ Probation | \$ Class- ification | \$ 1 Year | \$ 2 Years |
|-------------------------------------|-----------------|---------------------------|--------------|---------------|
| 5. Batch & Furnace Attendant | | | | |
| Raw Material Unloader | | | | |
| Tractor Trailer Driver | | | | |
| Storekeeper | | | | |
| Quality Control Inspector "A" | 12.91 | 14.31 | 14.60 | 14.75 |
| 6. Mould Inspector | | | | |
| Brick & Block Setter..... | 13.47 | 14.75 | 14.93 | 15.21 |
| 7. Variable Parts Bench Hand | 13.61 | 15.00 | 15.15 | 15.36 |
| 8. Forming Operator | 13.03 | 14.40 | 14.75 | — |
| 9. Forming Specialist | 13.61 | 15.00 | 15.15 | 15.36 |

APPENDIX "A" (Continued)
 Effective September 2, 1991

| Trades Classifications | \$ Probation | \$ Class- ification | \$ 1 Year | \$ 2 Years |
|--|-------------------------|------------------------------------|----------------------|-----------------------|
| I. Unlicensed Trades: | 16.16 | 16.41 | 16.62 | 16.80 |
| Industrial Maintenance Mechanic | | | | |
| Electronic Technician | | | | |
| Instrument Technician | | | | |
| Vehicle Maintenance Mechanic | | | | |
| General Machinist | | | | |
| 2. Licensed Trades - Group 1: | 16.80 | 17.05 | 17.26 | 17.49 |
| Industrial Maintenance Mechanic | | | | |
| Millwright/Welder | | | | |
| Vehicle Maintenance Mechanic | | | | |
| Pipe Fitter | | | | |
| Welder | | | | |
| Carpenter | | | | |
| General Machinist | | | | |
| Tool & Die Maker | | | | |
| 3. Licensed Trades - Group 2: | 17.24 | 17.49 | 17.70 | 17.95 |
| Certified Electronic Technician | | | | |
| Certified Instrument Technician | | | | |
| Industrial Electrician/Instrument Technician | | | | |

APPENDIX "A"

The progression times shown under Appendix " A shall be deemed to be the time worked in the classification following the attainment of the classification rate.
Effective January 1, 1992

| Production Classifications | \$ Probation | \$ Class-ification | \$ 1 Year | \$ 2 Years |
|-------------------------------------|---------------------|---------------------------|------------------|-------------------|
| 1. Carton Assembler | | | | |
| Utility Labourer..... | 12.30 | 13.57 | — | — |
| 2. Selector Packer | | | | |
| Palletizer | | | | |
| Mechanical Sweeper Operator | | | | |
| Utility Labourer - Maintenance..... | 12.37 | 13.67 | — | — |
| 3. Operator In Training | | | | |
| Mould Storage Attendant | | | | |
| Checker | | | | |
| Lehr Surface Coating Attendant | | | | |
| Variable Parts Attendant..... | 12.57 | 13.69 | 13.97 | — |
| 4. LTO Cullet/Cullet Loader | | | | |
| LTO Checker | | | | |
| LTOC/Verifier | | | | |
| LTO Pallet Pad..... | 12.74 | 14.13 | 14.31 | — |

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APPENDIX "A" (Continued)
 Effective January 1, 1992

| | \$ Probation | \$ Class- ification | \$ 1 Year | \$ 2 Years |
|--|-----------------|---------------------------|--------------|---------------|
| 5. Batch & Furnace Attendant Raw Material Unloader Tractor Trailer Driver Storekeeper Quality Control Inspector "A" | 12.91 | 14.31 | 14.60 | 14.75 |
| 6. Mould Inspector Brick & Block Setter | 13.47 | 14.75 | 14.93 | 15.21 |
| 7. Variable Parts Bench Hand | 13.61 | 15.00 | 15.15 | 15.36 |
| 8. Forming Operator | 14.95 | 16.32 | 16.67 | — |
| 9. Forming Specialist | 15.61 | 17.00 | 17.15 | 17.36 |
| Trades Classifications | | | | |
| 1 Unlicensed Trades: | 16.16 | 16.41 | 16.62 | 16.80 |
| Industrial Maintenance Mechanic Electronic Technician Instrument Technician Vehicle Maintenance Mechanic General Machinist | | | | |

2

APPENDIX "A"

The progression times shown under Appendix "A" shall be deemed to be the time worked in the classification following the attainment of the classification rate.
Effective September 2, 1992

| Production Classifications | \$ Probation | \$ Class- ification | \$ 1 Year | \$ 2 Years |
|--|-----------------|---------------------------|--------------|---------------|
| 1. Carton Assembler Utility Labourer..... | 12.67 | 13.98 | — | — |
| 2. Selector Packer Palletizer Mechanical Sweeper Operator Utility Labourer - Maintenance..... | 12.74 | 14.08 | — | — |
| 3. Operator In Training Mould Storage Attendant Checker Lehr Surface Coating Attendant Variable Parts Attendant..... | 12.95 | 14.10 | 14.39 | — |
| 4. LTO Cullet/Cullet Loader LTO Checker LTOC/Verifier LTO Pallet Pad | 13.12 | 14.55 | 14.74 | — |

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APPENDIX "A" (Continued)
 Effective September 2, 1992

| | \$ Probation | \$ Class- ification | \$ 1 Year | \$ 2 Years |
|---|-----------------|---------------------------|--------------|---------------|
| 5. Batch & Furnace Attendant Raw Material Unloader Tractor Trailer Driver Storekeeper Quality Control Inspector "A" | 13.30 | 14.74 | 15.04 | 15.19 |
| 6. Mould Inspector Brick & Block Setter..... | 13.87 | 15.19 | 15.38 | 15.67 |
| 7. Variable Parts Bench Hand..... | 14.02 | 15.45 | 15.60 | 15.82 |
| 8. Forming Operator | 15.40 | 16.81 | 17.17 | — |
| 9. Forming Specialist | 16.08 | 17.51 | 17.66 | 17.88 |

APPENDIX "A" (Continued)
Effective September 2, 1992

| Trades Classifications | \$ Probation | \$ Class- ification | \$ 1 Year | \$ 2 Years |
|--|-----------------|---------------------------|--------------|---------------|
| 1. Unlicensed Trades: | 16.64 | 16.90 | 17.12 | 17.30 |
| Industrial Maintenance Mechanic | | | | |
| Electronic Technician | | | | |
| Instrument Technician | | | | |
| Vehicle Maintenance Mechanic | | | | |
| General Machinist | | | | |
| 2. Licensed Trades - Group 1: | 17.30 | 17.56 | 17.78 | 18.01 |
| Industrial Maintenance Mechanic | | | | |
| Millwright/Welder | | | | |
| Vehicle Maintenance Mechanic | | | | |
| Pipe Fitter | | | | |
| Welder | | | | |
| Carpenter | | | | |
| General Machinist | | | | |
| Tool & Die Maker | | | | |
| 3. Licensed Trades - Group 2: | 7.76 | 18.01 | 18.23 | 18.49 |
| Certified Electronic Technician | | | | |
| Certified Instrument Technician | | | | |
| Industrial Electrician/Instrument Technician | | | | |

APPENDIX "A"

The progression times shown under Appendix "A" shall be deemed to be the time worked in the classification following the attainment of the classification rate.

Effective September 2, 1993

| Production Classifications | \$ Probation | \$ Class- ification | \$ 1 Year | \$ 2 Years |
|--|-----------------|---------------------------|--------------|---------------|
| 1. Carton Assembler Utility Labourer..... | 13.18 | 14.54 | <i>Base</i> | - |
| 2. Selector Packer Palletizer Mechanical Sweeper Operator Utility Labourer - Maintenance..... | 13.25 | 14.64 | - | - |
| 3. Operator In Training Mould Storage Attendant Checker Lehr Surface Coating Attendant Variable Parts Attendant..... | 13.47 | 14.66 | 14.97 | - |
| 4. LTO Cullet/Cullet Loader LTO Checker LTOC/Verifier LTO Pallet Pad..... | 13.64 | 15.13 | 15.33 | - |

APPENDIX "A" (Continued)
 Effective September 2, 1993

| | \$ Probation | \$ Class- ification | \$ 1 Year | \$ 2 Years |
|---|-----------------|---------------------------|--------------|---------------|
| 5. Batch & Furnace Attendant Raw Material Unloader Tractor Trailer Driver Storekeeper Quality Control Inspector "A" | 13.83 | 15.33 | 15.64 | 15.80 |
| 6. Mould Inspector Brick & Block Setter..... | 14.42 | 15.80 | 16.00 | 16.30 |
| 7. Variable Parts Bench Hand..... | 14.58 | 16.07 | 16.22 | 16.45 |
| 8. Forming Operator | 16.02 | 17.48 | 17.86 | — |
| 9. Forming Specialist | 16.72 | 18.21 | 18.37 | 18.60 |

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APPENDIX "A" (Continued)
Effective September 2, 1993

| Trades Classifications | | \$ | \$ | \$ | \$ |
|-------------------------------|--|------------------|------------------------|---------------|----------------|
| | | Probation | Class-ification | 1 Year | 2 Years |
| 1. | Unlicensed Trades: | 17.31 | 17.58 | 17.80 | 17.99 |
| | Industrial Maintenance Mechanic | | | | |
| | Electronic Technician | | | | |
| | Instrument Technician | | | | |
| | Vehicle Maintenance Mechanic | | | | |
| | General Machinist | | | | |
| 2. | Licensed Trades - Group I: | 17.99 | 18.26 | 18.49 | 18.73 |
| | Industrial Maintenance Mechanic | | | | |
| | Millwright/Welder | | | | |
| | Vehicle Maintenance Mechanic | | | | |
| | Pipe Fitter | | | | |
| | Welder | | | | |
| | Carpenter | | | | |
| | General Machinist | | | | |
| | Tool & Die Maker | | | | |
| 3. | Licensed Trades - Group 2: | 18.47 | 18.73 | 18.96 | 19.23 |
| | Certified Electronic Technician | | | | |
| | Certified Instrument Technician | | | | |
| | Industrial Electrician/Instrument Technician | | | | |

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