

# **Collective Agreement Between**

O. I. Canada

And

United Steelworkers, local 260

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**THIS AGREEMENT**  
made as of the 2nd day of March, 2007

**BETWEEN**

**O-I CANADA CORP., BRAMPTON, ONTARIO**  
(hereinafter called “the Company”)

and

**UNITED STEEL WORKERS OF AMERICA**  
and its’ Local 260  
(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 O-I Canada Corp. 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.

#### **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**

#### **Clause 3.01**

The Company shall deduct Union dues including, where applicable, initiation fees and assessments, on a weekly basis, from the wages of each employee covered by this Agreement. The amount of dues shall be calculated in accordance with the

Union's Constitution. Each employee in the bargaining unit shall be required as a condition of employment to have an amount equivalent to the regular weekly Union dues deducted from his pay weekly. All employees shall become and remain members of the Union as a condition of employment.

### **Clause 3.02**

All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event **no** later than fifteen (15) days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers of America, AFL-CIO-CLC, P.O. **Box** 13083 Postal Station "A", Toronto, Ontario, M5W 1V7 in such form as shall be directed by the Union to the Company, along with a completed Dues Remittance Form R115. A copy of the Dues Remittance Form R115 will also be sent to the Union office designated by the Area Coordinator.

### **Clause 3.03**

The remittance and the R115 Form shall be accompanied by a statement containing the following information:

- (i) A list of the names of all employees from whom dues were deducted and the amount of dues deducted;
- (ii) A list of the names of all employees from whom no deductions have been made and the reasons why;
- (iii) This information shall be sent to both the Union address identified in Article 3.02 above, in such a form as shall be directed by the Union to the Company.

### **Clause 3.04**

The Union shall indemnify and save the Company harmless

against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with **this** Article.

### **Clause 3.05**

The company, when preparing T-4 slips for the employees, will enter the amount of Union dues paid by the employee during the previous year.

## **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 or any category referred to in the ~~Human~~ Rights Code.

**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.

**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**

### **GRIEVANCEPROCEDURE**

#### **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 five (5) working days and adjustment, if any, will be made immediately. Notwithstanding the above, for continuous shift employees and Supervisors, "working days" during the complaint process will be considered **to** be scheduled shifts including Saturdays and Sundays.

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 thirty (30) 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 and allowing the employee proper Union representation, 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 Step 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. Employees hired on the same day will be placed on the seniority list in alphabetical order. This will only apply to employees hired after September 2nd, 1997.

- (b) 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.

### **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, Vice-President, Recording Secretary and the Financial Secretary of 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 O-I Canada Corp. 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:**

- (a) Transfers from shifts to days or vice-versa within a classification and within a department, for a temporary assignment, shall be based solely on seniority.

Starting with the most senior employee in the classification and in the department, the employees shall be given the opportunity to transfer to fill the vacancy.

Should all employees refuse the transfer, the junior employees shall be transferred to fill the vacancy.

- (b) 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.
- (c) 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.
- (d) It is understood that when the job is completed, employees will revert to their regular job.
- (e) It is understood that experience gained on temporary

transfers of sixty (60) days or less shall not count if the vacancy becomes permanent.

- (f) In case of a cutback in the work force due to furnace rebuilding or repair, all classified forming machine operators and forming specialists shall retain their base rate.
- (g) 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 re-posted. It is understood that experience gained on a temporary posting shall count if the job is posted as a permanent position.
- (h) 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 five (5) years or more seniority shall retain and accumulate seniority during a period **of** eighteen (18) months of continuous lay-off,
- (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.

## **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, with the exception for those employees who held only one (1) previous position, who then shall be afforded a reasonable familiarization period for jobs at the entry level.
- (d) At the discretion of the Company, fifty percent (50%) of the forming 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 will, 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.
- (b) 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 five (5) days in advance of the effective date except where employees are recalled for a specific short term period not to exceed fifteen (15) working days. A copy of this notice shall be given to the Local President at the same time. In addition to the above, the company shall supply to the Local President on a weekly basis, lists of any and all recalled employee(s), including specific short term recalls. Such list will include names of the recalled employee(s), hours and days worked.

When an emergency lay-off is in effect, a general written notice of lay-off may be posted in the plant pursuant to clause 10.03 and this shall constitute effective notice of lay-off to all employees in the bargaining unit whether or not they are at work and earning wages, including but not limited to employees who are absent from work on emergency lay-off.

### **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).

### **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 or recognised courier. Responsibility of proper address and telephone number on record with the Human Resources Department shall be that of the employee.



### **Clause 10.06**

- (a) When a lay-off takes place, employees will be laid-off in accordance with the provisions of Article 10.
- (b) Employees who are laid-off may elect to be placed on a temporary recall list. Such election must be made at the time of lay-off or at **any** other such time as the employee wishes to be placed on the temporary recall list. If no request to be placed on the temporary recall list is received by the Company, the employee will only be placed on the permanent recall list. Written notice of any change requests that are received by noon on Thursday will be effective the following week.
- (c) A temporary recall shall not be used to bypass a regular full time position which shall be defined as any increase in number of employees remaining following the last lay-off.
- (d) Employees who elect to be placed on the temporary recall list shall advise the Company that they wish to be considered for any available vacancies on one or more shifts.
- (e) Temporary recall opportunities, except as provided for in (f) below, will be offered in order of seniority and ability to perform the available work.
- (f) Absences, which are expected to be less than five ( 5 ) working shifts, shall be offered to the employees on the temporary recall list in order of seniority and ability to perform the available work. Absences of five (5) working shifts or more shall be offered to the employees in order of seniority **and** ability to perform the available work regardless of which recall list the employee is on.

- (g) Employees on the temporary recall list who are not available for work may request that they be removed from the temporary recall list and placed on the normal recall list.
- (h) It is agreed that when Company officials call an employee's residence, they will identify themselves. It is also agreed that the Company will use one (1) telephone number as provided by the employee when making such contact.
- (i) The Company shall supply the Union on a weekly basis a list of all employees temporarily recalled and the employees they are replacing.
- (j) Employees recalled from the temporary recall list shall not under any event, work in excess of forty-eight (48) hours in any given week.

**Clause 10.07**

Employees, who decline permanent internal recall to a job classification they previously held, must do so in writing.

**Article 11  
HOURS OF WORK**

It was agreed to insert Memorandum of Agreement dated July 8, 1999, regarding the twelve (12) hour shift schedule throughout the Agreement in the appropriate Articles.

**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:**

Normally scheduled hours for continuous shifts shall be on the basis of forty-two (42) hours per week, average, twelve hours per day. Current hours of work for twelve (12) hour shift employees will be:

First shift	7:30 a.m. - 7:30 p.m.
Second shift	7:30 p.m. - 7:30 a.m.

#### **Steady Day Workers:**

(40 hour) Monday to Friday

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

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

#### **Intermittent Shift "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. Whenever practicable, employees shall be given at least twenty-four (24) hours notice of any change in shifts or hours.

### **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**

- a) The Company agrees to grant each employee on Day, Intermittent and Non-continuous shift during each half of a shift, a rest period not to exceed ten (10) minutes, which will be arranged by the Supervisor.
- b) The Company agrees to grant each employee on a continuous shift operation during each shift, three (3) rest periods not to exceed fifteen (15) 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 break.

Employees on steady day work will be allowed an unpaid lunch period of thirty (30) minutes.

## **Article 12 JOB POSTING**

### **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 seven (7) days.

- (a) Employees shall apply in writing on forms supplied by the Company, for posted jobs.
- (b) In filling vacancies, preference will be given to employees on the basis of skill, competence and ability for the job concerned. 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 forty (40) days, from the date the job posting expires, 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 specific job posting should one become available during any absence due to vacation, their application will be given consideration.

### **Clause 12.02**

- (a) Appointments to Supervisor and above the rank of Supervisor 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.
- (b) **General Duties – Leadhand**  
Leadhand refers *to* employees who take the lead and give direction to employees in their department, on their **shift** and/or in their job classification, usually while continuing to perform the regular duties of their job classification, and will not have super seniority over employees in their classification.

The Leadhand acts in accordance with the guidelines, priorities and procedures established by the Supervisor or Manager. Duties may include:

- Administration, including processing of paperwork and recording of information;
- Instructing, training or coaching other employees in the performance of their duties, operational procedures and quality standards;
- Relaying directives, priorities, and/or work specifications from Supervisor to other employees;
- Inspecting machines, equipment, incoming materials and completed work;

- Assisting employees with their tasks;
- Assisting the Supervisor in the organizing of overtime; and
- Carrying out assigned work-related projects.

Duties will not include:

- Employment decisions such as hiring or transfer of other employees;
  - Administration or recommendation of disciplinary action or investigation of grievances; and
  - Investigation of work-related injuries or accidents (unless the designated Shift Safety Representative).
- (c) The Company will continue to post vacancies for Lead Hand positions as required. A list of Leadhands is to be posted on the main bulletin board in the plant.

### **Clause 12.03**

Job vacancies in a classification and/or an 8 or 12-hour shift, 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, and/or 8 or 12-hour shift as the vacancies occur.

Employees who do not hold a posting in their present permanent position shall be considered to have posted into their present permanent position. All future permanent positions shall be posted.

This is to confirm an understanding reached by the Company and the Union that employees do not have a right to return to their previous job after they have been posted as the successful candidate on a job posting EXCEPT as stipulated in Article 12.

## **Article 13**

### **WAGES**

#### **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.

#### **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 thirty-five cents (\$0.35) 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



forty-two cents (\$0.42) per hour.

- (c) 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. - \$0.35 per hour

11:30 p.m. to 7:30 a.m. - \$0.42 per hour

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

#### **Clause 13.04**

##### **Leadhand and First Aid Premiums**

Leadhands will be paid fifty cents (\$0.50) above their regular rate of pay. A Leadhand will continue to receive his premium of fifty cents (\$0.50) for ail hours while away from the plant, when he voluntarily agrees to provide plant coverage and carry a cellular phone or beeper. The assigned qualified First Aid Attendants shall receive twenty-five cents (\$0.25) per hour over their normal rate.

#### **Clause 13.05**

- (a) I.S. Machine Premiums will be as follows:

6 Section	- single gob	- \$0.15*
	- double gob	- \$0.34*
	-triple gob	- \$0.40*

8 Section	- single gob	- \$0.20*
	- double gob	- \$0.45*
	- triple gob	- \$0.55*

10 Section	- triple gob	- \$0.75*
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12 Section	- triple gob	- \$0.80*
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\* paid to both operators

It is understood that if there are two operators on any machine that the premium would be paid to each

operator.

Forming Specialists shall receive the average machine premium of the machines under their jurisdiction.

- (b) The Company agrees that should it determine a need to modify or discontinue the existing Forming Bonus Plan, no change will be made without discussion and agreement with the Union.

### **Clause 13.06**

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) 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).

### **Clause 13.09**

#### **Hot Pay**

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.
- (b) The base index means the C.P.I. for the month of July 2007 +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 2007 based on the total point advance in the October 2007 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 2008, April 2008 and July 2008.

- (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 March 2, 2008 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.

## **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.
- (b) The base index means the C.P.I. for the month

of July 2008 +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 2008 based on the total point advance in the October 2008 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 2009, April 2009 and July 2009.
- (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 March 2, 2009 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 2009 +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 2009 based on the total point advance in the October 2009 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 2010, April 2010 and July 2010.
  - (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 March 2, 2010, wage increase.
  - (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 logbook in each department of all overtime worked and/or refused and such logbook shall be readily available for all employees in the Department to examine.

**Clause 14.02**

- (a) 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.
- (b) All hours worked on Sunday by employees not normally scheduled to work on Sundays, shall be paid at the premium rate of double (2) time the employee's regular hourly rate (11:30 p.m. Saturday to 11:30 p.m. Sunday).

**Clause 14.03**

- (a) Continuous shift workers shall be paid at the rate of time and one-half (1-1/2) for all work performed on Sunday and at double (2) time for all work performed on the Sunday of the employee's long weekend off.
- (b) All work performed in excess of the employee's normal scheduled 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.

**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) hour period due to a shift change over 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 the applicable overtime rate.

**Clause 14.07**

**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. All call-ins on a plant holiday shall be on the basis of shift and classification that would normally perform the work to



be done and by seniority.

**Clause 14.09 - Meal Allowance:**

Employees required to work two (2) hours or more of overtime, either prior to or beyond their normal scheduled daily shift, who are asked while working scheduled hours on the day of required overtime or who do not receive at least four (4) hours notice for required overtime (of two (2) hours or more) prior to their normal scheduled working shift will receive a meal allowance of \$6.00.

**Clause 14.10**

Overtime and premium pay shall not pyramid.

**Clause 14:11-Overtime Log (formerly letter 6)**

- (a) In the case of an employee being absent from work (excluding vacation) or on a temporary posting or temporary transfer for more than one (1) week, or on modified duties restricted from working overtime, 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) Any employee who does not provide his/her phone number on the form provided by the Company, will be averaged per week with overtime hours recorded per employee in the affected work group.
- (c) Said average hours per employee (indicated in *a* and *b* above) shall be determined by totalling the number of overtime hours recorded during the absences and dividing this total by the number of employees in the department or the affected work group.

Furnace Attendant, Cullet Operator and Shift Electrician) 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 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. Such days shall accumulate as such holidays accumulate.

For the purpose of Fire Watch, it is understood and agreed, that Forming Specialists will perform the Fire Watch.

- (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 who volunteer to work in accordance with clause 15.03(b) will be scheduled on the basis of the shift that would normally be scheduled to work, by classification, by seniority, provided that such employees can perform the available work satisfactorily. In the event that sufficient employees are not available from the *shift* that would normally be scheduled to work, the remaining vacancies will be filled on a voluntary basis from other shifts by employees in the classification required, by seniority, provided that such

employees can perform the available work satisfactorily. Any overtime worked or refused under this clause shall not be recorded in the applicable department's overtime record.

It is hereby agreed that this sentence will be applied as follows:

1. Vacancies on the continuous **shift** will be filled first by the volunteers from the continuous shifts not scheduled to work. If sufficient volunteers are not available from these off-shifts, the vacancies may be filled by volunteers from the steady day workers or intermittent shift employees.
  2. Similarly, vacancies for steady day jobs will be filled first by volunteers who normally work in steady day jobs, and vacancies for intermittent shift jobs will be filled first by volunteers who normally work in intermittent shift jobs. If sufficient volunteers are not available from within the type of shift, the vacancies may be filled by volunteers from any type of shift.
- (d) 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** eighteen (18) calendar days or less;

Furnace Attendant, Cullet Operator and Shift Electrician) 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 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. Such days shall accumulate as such holidays accumulate.

For the purpose of Fire Watch, it is understood and agreed, that Forming Specialists will perform the Fire Watch.

- (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 who volunteer to work in accordance with clause 15.03(b) will be scheduled on the basis of the shift that would normally be scheduled to work, by classification, by seniority, provided that such employees can perform the available work satisfactorily. In the event that sufficient employees are not available from the shift that would normally be scheduled to work, the remaining vacancies will be filled on a voluntary basis from other shifts **by** employees in the classification required, by seniority, provided that such

employees can perform the available work satisfactorily. Any overtime worked or refused under **this** clause shall not be recorded in the applicable department's overtime record.

It is hereby agreed that this sentence will be applied as follows:

1. Vacancies on the continuous shift will be filled first by the volunteers from the continuous shifts not scheduled to work. If sufficient volunteers are not available from these off-shifts, the vacancies may be filled by volunteers from the steady day workers or intermittent shift employees.

2. Similarly, vacancies for steady day jobs will be filled first by volunteers who normally work in steady day jobs, and vacancies for intermittent shift jobs will be filled first by volunteers who normally work in intermittent shift jobs. If sufficient volunteers are not available from within the type of shift, the vacancies may be filled by volunteers from any type of shift.

(d) 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 eighteen (18) 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.

#### Clause **15:06**

(formerly letter 4, applies only to day, intermittent, non-continuous shift employees who are not regularly scheduled to work on Saturday and/or Sunday, per clause 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. All lieu days accumulated in accordance with the terms of the Collective Agreement must be taken within a twelve (12) months of the date earned.

**Clause 15:07**

Employees who qualify under 15.03 (a) for lieu days for statutory holidays, who wish to defer or "bank" their statutory holiday pay, must advise payroll in writing before the end of the pay period in which a paid holiday occurs.

**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%
5 years	3 weeks	6%
11 years	4 weeks	9%
20 years	5 weeks	11%

30 years                      6 weeks                      13%

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 termination of employment for any reason shall be entitled to receive accrued vacation allowance for the previous year in accordance with the terms of the Collective Agreement. For the current year such employee shall receive the appropriate percentage of year-to-date earnings based on accumulated seniority as of date of termination as follows:

<u>Accumulated Seniority</u>	<u>% of Current Calendar Years Earnings</u>
Less than 5 years	4%
5 years but less than 11 years	6%
11 years but less than 20 years	9%
20 years but less than 30 years	11%
30 years	13%

**An** employee who does not give at least seven (7) days written notice of resignation 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 with 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 prior to the date of the plant shutdown.

### **Clause 16.08**

- (a) Separate deposits will be made for each week of vacation entitlement.
- (b) **Ail** 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 up to and including March 1st will be considered based on seniority. Vacation requests submitted after March 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 up to and including March 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.
- (f) If vacation has not been scheduled by April 1st the Company may assign vacation with a minimum of two (2) weeks notice.

### **Clause 16.10**

Employees who have more than three (3) weeks of vacation can trade in for vacation pay their remaining weeks of vacation. Only one (1) week in lieu of vacation can be paid out in any vacation year.

## **Article 17** **HEALTH AND WELFARE**

### **Clause 17.01**

No alteration to the present benefits may be made without consent from both parties except if those changes are imposed

by Legislation. If some of the benefits provided for by the private insurance plan become covered by Legislation, the parties agree to negotiate on **this** subject with the shortest possible delay and if those changes result in a saving, such saving shall be returned to the employees in the form of new benefits or otherwise.

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

Weekly Indemnity - 100% of the premium cost for a plan which will provide 66-2/3% of the employee's basic weekly wage up to 60% of the E.I. Maximum Insurable Earnings 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). The Company agrees to cover the 1st day of hospitalization or Day Surgery regardless of the length of time spent in the above. If an employee's physician charges a fee for filling out an attending statement as required to claim Weekly Indemnity, the Company will reimburse up to \$20.00 per form, with a yearly maximum of \$60.00 per employee.

Extended Health - 100% of the premium cost for a plan providing a \$150.00 deductible for those eligible for family coverage under this plan and \$75.00 deductible for those eligible for single coverage under this plan, with deductibles effective January 1, 2008.

Prescription drugs - Effective January 1, 2008, eligible Generic drugs will be covered at 100%, eligible Brand Name drugs will be covered at 75%, with a 25% employee Co-pay, subject to annual deductible.

The company will also include support stockings.  
Vision Care increases to \$175.00 per pair every two years or used for eye examinations.

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

Employees with dependants - 200% of their “base hourly rate” times 2100 hours (maximum \$80,000.00).

Employees with no dependants - 150% of their “base hourly rate” times 2100 hours (maximum \$80,000.00).

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.

Dental Plan:

The Company shall pay 100% of the premium cost for a Dental Plan based on a one year lag ODA Schedule of fees as follows:

Effective **January** 1, 2007 - Claims paid based on 2006 ODA Schedule of Fees.

Effective **January** 1, 2008 - Claims paid based on 2007 ODA Schedule of Fees.

Effective **January** 1, 2009 - Claims paid based on 2008 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.

The maximum per person will be \$1,175.00.

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**

- (a) Notwithstanding the foregoing provisions of 17.01, an employee's coverage and the Company's premium contributions in respect of that employee under the Extended Health, Group Life Insurance and Dental Plans shall be suspended from the end of the month following any month during which the employee is laid off and until the employee returns to work upon being recalled to work by the Company. An employee's coverage and the Company's premium contributions in respect of that employee under the Weekly Indemnity plan shall be suspended as of the last day worked following notice of lay-off.
- (b) For the administration of this article, an employee will not be considered as recalled to work unless the employee has worked for ten (10) days.

### **Clause 17.03**

#### **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 co-ordinated 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**

#### **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  |
| 7 years but less than 10 years  | - 4 months pay  |
| 10 years but less than 15 years | - 5 months pay  |
| 15 years or more of service     | - 12 months pay |
- (b) All seniority rights will cease on payment of severance allowances.

## **Article 19**

### **LEAVES OF ABSENCE**

#### **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**

##### **Pregnancy Leave and Parental Leave:**

Employees who have satisfied the eligibility requirements shall be entitled to a pregnancy and/or parental leave, in accordance with the current provincial legislation.

#### **Clause 19.03**

##### **Local Union Leave:**

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 (1) 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 (1) 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.

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 (1) week has been given to the Company.

#### **Clause 19.04**

One (1) employee may be appointed or elected to work full-time 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.



## **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, common-law wife, common-law husband, child, brother, sister, daughter-in-law, son-in-law, father-in-law, mother-in-law, brother-in-law and sister-in-law, grandparents and grandchildren.

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

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

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 an annual subsidy towards the cost of each pair of safety work shoes purchased for the employees' use to a maximum of

\$280.00 - Forming employees and Batch & Furnace & Cullet Operators

\$210.00 - Plant Maintenance, Maintenance and Brick & Block Setters

\$140.00 - For all other employees

Employees must have completed their probation period to be eligible for the subsidy. Proof of purchase must be brought 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 \$150.00.

## **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.

Employees who subsequently seek medical treatment for a work related injury, shall so advise the Company on the day of the treatment, to ensure the proper reporting of the injury to the WSIB.

**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 **A-1**, when possible. In other cases the First Aid Attendant will be assigned work in the immediate vicinity of **A** Furnace in the inspection line area. (To be implemented after the safety light and horn is installed and approved by the safety committee.)

**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 are to be in the 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 sixty dollars (\$160.00) 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 is to be paid between December 1st and December 24th annually.

### Clause 22.02

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 22.03

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 (1) year free of such action. Verbal warnings will be invalid after six (6) 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 22.04

It shall be the duty of employees to notify the Human Resources Department 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.

## **Clause 22:05**

### **Trades & Apprenticeships**

- (a) The Company agrees that, without precedence or prejudice, for those employees who have participated in and around a “Trade” for five (5) years or less (as of October 25, 2005), those employees will be allowed to enter into a formal apprenticeship program in that trade and be registered by the Company under the Trades Qualification and Apprenticeship Act of Ontario, TQAA.

For those employees who have more than five (5) years participation who do not feel comfortable about challenging any exams and feel that enrollment in the apprenticeship program would be preferential, these employees shall also be registered by the Company under the Trades Qualification and Apprenticeship Act of Ontario, TQAA.

The parties agree that proper operations of the plant will limit the number of apprentices to attend vocational training, in-school training. No more than two (2) apprentices shall be scheduled to attend the off-site school component at the same time.

All participants in the apprenticeship program who attend vocational training by way of “Block Release” and are placed on EI will have their waiting period paid as normal working hours, if this is legally allowable under current EI legislation. When such apprentice receives EI payments the Company agrees to make up the difference between EI and that employees normal working hours, as a lump sum payment, following their return to work. For those who might attend vocational training by “Day Release” such employees will be paid as per the collective bargaining agreement.

The Company agrees that for all other employees who wish to challenge any and all of the trade exemption exams will be done on Company time and on Company property. Further the parties agree that the Company will make arrangements with the appropriate institution to have this done in conjunction with the local apprenticeship committee.

For all employees who successfully pass any level exemption exam they shall be paid the appropriate increase of \$0.50 per hour. For those employees who successfully pass the Ministry Licensing, or final exam, they shall then be deemed as "Certified" and paid the certified rate of pay as outlined in the collective bargaining agreement.

The Company agrees that for all other employees who do not wish to participate in this initiative, such employees will remain at their present rate and any change to that rate of pay will be the subject of the collective bargaining process.

Apprenticeships and the addition of the following classifications to the bargaining unit.

- 1) Electrician -Apprentice
- 2) Millwright/Welder - Apprentice
- 3) Industrial Maintenance Mechanic -Apprentice
- 4) General Machinist -Apprentice
- 5) Any other trade as agreed between the Company and the Union.

It is understood, should a lay-off be required in the Maintenance Department, the Apprentice will be the first subject to lay-off in the respective trade based on skill, competence and ability, if the employee has been in the program two (2) years or less. Employees with two (2) or more years of seniority in the apprenticeship program lay-off will be based on a seniority basis. In the event of lay-off, the

seniority of the apprentice will be automatically transferred to their former department and the apprentice will return to their previous job, providing they have the seniority to do so. The procedure would also apply in the following situations:

**NOTE** - The above lay-off provisions apply only to apprentices.

- 1) The Apprenticeship Committee deems their performance at work or school unsatisfactory, resulting in removal from the Apprenticeship Program.
- 2) The Apprentice wishes to withdraw from the program.

An Apprentice who has been laid-off shall be subject to recall in accordance with Article 10-Lay-off Procedure.

Upon completion of the program and receipt of the provincial Certificate of Qualification, the Apprentice and their accumulated seniority will immediately transfer to the journey person classification and the rate for the respective trade.

Overtime hours to be used as necessary to make up forty (40) hours maximum credits per week. Trade school time to count as time worked in computing vacation payments.

For an Apprentice absent from the job due to attendance at the government apprenticeship school, the Company will pay the Apprentice their regular pay less the allowance paid from government sources.

The Company will follow the provisions regarding apprenticeship under the Apprenticeship and Tradesmen's 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.

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.

**Rate of Pay:**

start	-	85% of journeyman's rate
Year 2 after 2000 hours	-	87% of journeyman's rate
Year 3 after 4000 hours	-	89% of journeyman's rate
Year 4 after 6000 hours	-	90% of journeyman's rate

**NO APPRENTICE SHALL RECEIVE TOP RATE UNTIL CERTIFICATION IS ACQUIRED.**

Upon becoming certified, then the apprentice shall be considered a tradesman and shall receive the top rate of pay, as per the Collective Agreement, for the particular trade in which the apprenticeship was served.

- 1) A recognized in house Apprenticeship Committee is required and should consist of
  - (a) Two (2) management representatives; and
  - (b) Two (2) union representatives. (Certified Tradesman)

- 2) The mandate of the Committee will be to:
  - a) Screen and recommend candidates for an apprenticeship based on:
    - i) Job posting applications;
    - ii) Departmental Managers/Supervisors input;
    - iii) Successful passing of aptitude tests administered by a College
  - b) Monitor apprentices progress (in Plant and Scholastic) throughout the program: (Meet three (3) times each year with the apprentice)
    - i) If failing grades or in house practical training and work at each interval during the year, coach and assist;
    - ii) If failing grades or in house practical training and work at the end of any year, assess for non-continuance of apprenticeship. (Right to remove from apprenticeship). Revert back to previously held position.
  - c) Ensure that there is inter-departmental training with an assigned mentor in the following areas of the Plant:
    - i) Plant Maintenance
    - ii) Cold End Maintenance
    - iii) Mould Shop
    - iv) Machine Repair
    - v) Systems

(One (1) month. Two times (2X) during apprenticeship in departments where the apprenticeship is not served)

- 3) If Certification of Qualification is not achieved by the end of a year from which the apprentice is eligible to sit and write for a licence, the apprentice shall revert back

to the position previously held and shall not work in the trade until Certification is acquired.

- 4) An apprentice will be entitled to normal working hours pay for hours spent in school on the day release program.

#### **Clause 22.06**

The parties agree that Allan Reid (or an alternate Sheridan College representative) shall perform an assessment of the unlicensed group of employees based on the employee's training records, work being performed and other related information. After this the employee will be paid in accordance to Letter of Understanding #3.

### **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**

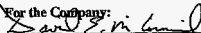
#### **Clause 24.01**


This Agreement shall continue until the 1st day of March 2010, 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 1st day of August, 2007.

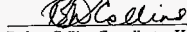
For the Company:

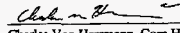
  
David McCormick, Vice President  
Corporate Human Resources

  
P. Christopher Amatrone, Plant Manager


  
Wendy Purvis, Manager, Human Resources


  
Bruce Hamm, Plant Superintendent

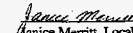
  
Barbara Collins, Co-ordinator, Human Resources

  
Charles Von Herrmann, Corp Human Resources


For the Union:

  
Bob Bowers, Staff Representative

  
Fred Doucette, President

  
Janice Merritt, Local Wage Committee

  
Gary Corbett, Local Wage Committee

  
David Davies, Local Wage Committee

  
Ian Crawford, Local Wage Committee

  
Kevin Eagles, Local Wage Committee

  
Roger Marion, Local Wage Committee

## LETTERS OF UNDERSTANDING

### 1. Winter Pants and Jackets

- a) 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.

- b) It is agreed that the Company will supply winter jackets and pants every two (2) years for full time employees who work regularly in the following job classifications:

- \*Cullet Operator
- \*Raw Material Unloader
- \*Millwright/Welder
- \*Utility Labourer-Maintenance, Plant Maintenance Department
- \*Ware Auditor, Steady Days, assigned ware audit and re- selection

The winter jacket and/or pants may be replaced more frequently at Management discretion.

- c) It is agreed that the Company will supply and replace winter jackets as required for full time employees who work regularly in the following job classifications:

- \*Batch & Furnace/Cullet Attendant
- \*Brick & Block Setter
- \*Storekeeper
- \*Pipe Fitter
- \*Vehicle Maintenance Mechanic

- \*Certified Instrument Technician
- \*Industrial Electrician/Instrument Technician
- \*Instrument Technician

d) 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.

## **2. Pension Plan**

Existing Defined Benefit Plan

Effective January 1, 2008 - \$1.00 increase (\$34.50 to \$35.50)

Effective January 1, 2009 - \$1.00 increase (\$35.50 to \$36.50)

Effective January 1, 2010 - \$1.00 increase (\$36.50 to \$37.50)

A Defined Contribution pension plan, as defined in the Company Handout, will be implemented for employees hired after the ratification of this Collective Agreement (July 30, 2007)

## **3. Unlicensed Group Wage Increase**

Unlicensed Group will be brought into a personalized development program to achieve their trade ticket within the duration of the contract. They will receive \$0.50 per hour for each level of achievement. The tuition for the training if taken in-house, will be at no cost to the employee who completes the program. However, if the employee takes **this** program elsewhere, they will have to follow the Company's tuition fee reimbursement program. If an employee produces verification from a recognized college for any of the above modules, they will be reimbursed accordingly for each module.

#### **4. PROCEDURES FOR ABSENCE DUE TO DISABILITY**

##### **1. Absent For One or Two Working Days**

- To notify the Company at least one (1) hour prior to the start of your shift in accordance with the posted procedure.
- For an absence due to a work-related disability, **an** employee will be required to provide a completed Treatment Memorandum to the Health Centre upon return to work (form available from the Health Centre).
- For an absence due to a non-occupational illness or injury, a doctor's note certifying fitness to return to work is not required except to excuse the absence under the Attendance Program.

##### **2. Absent Three Consecutive Working Days But Less Than Two Weeks**

- If a work-related disability, to provide a completed Treatment Memorandum (form available from the Health Centre) within one (1) week of date of accident or illness.
- If a non-occupational illness or injury, to provide a completed Weekly Indemnity claim form within one (1) week of your date of disability.
- A return to work must be arranged at least one day in advance with your Supervisor or the Department Superintendent. **An** employee who fails to provide such advance notification will not be entitled to reporting pay if work is not available in the employee's classification.

- When returning to work, to provide to your Supervisor **or** the Health Centre, a doctor's note indicating that you **are** fit to return to work.

### **3. Absent Two Weeks or More**

- (a) If a work-related disability, to provide a completed Physician's Report (form available from the Health Centre) within one (1) week of date of accident or illness.
- (b) If a non-occupational illness or injury, to provide a completed Weekly Indemnity claim form within one (1) week of your date **of** disability.
- (c) If you expect to be disabled for more than two (2) weeks, you must provide updated medical information in accordance with your prognosis. For example, an employee became disabled on April 22nd and on the initial medical form, the doctor indicated the employee would be disabled until May 15th. If the doctor later determines that the employee will be disabled beyond May 15th, the employee must provide updated medical information to the company prior to May 15th.
- (d) If your doctor **is** uncertain as to when you will be able to return to work, you are to provide updated medical information on a monthly basis. In **the** case of a severe and lengthy disability, less frequent medical updates may be appropriate and they **can** be arranged with the Health Centre.
- (e) You must obtain clearance from the Health Centre in order to return to work.



(f) Return to Work Notice

- Employees who have been absent from work due to disability for two (2) weeks or more are responsible to consult with their physician to ensure that they are able to give the Health Centre at least one (1) weeks notice (subject to paragraph 3(h)(i) below) of their intention to return to work. This **is so** that return to work clearance procedures can be completed in advance of the date the employee is able to return to work. The Nurse shall record in the Nurse's notes, in the individual employee's file, the date and time that the employee contacted her to obtain clearance to return to work.
- If employees are unable to arrange clearance with the Health Centre **so** that they can return to work on the date indicated by their physician, they must contact the Human Resources Department at least one (1) day prior to their return to work date as specified **by** their physician. The Human Resources Department will then consult with the Health Centre staff to determine whether the employee can return to work on the date indicated by the treating physician.

(g) Return to Work Clearance by Health Centre

Clearance by the Health Centre for serious disabilities (i.e. two (2) weeks or longer) is an important component of the Company's Health and Safety Programme for the following reasons:

- i) to ensure that employees will not be a danger to themselves or their fellow workers when they return to work;

- ii) to clarify any work restrictions required;
  - iii) to facilitate follow-up should the employee suffer relapse at work; and
  - iv) so that the Company can maintain up-to-date employee medical records.
- In order to enable an employee's physician(s) to make a more informed decision as to whether the employee is able to return to work, employees will be provided with a copy of the Physical Demands Analysis for their position at the time of the commencement of their disability absence. It is up to employees to provide such Physical Demands Analysis to their treating physician(s) and such physicians must certify on any return to work certificate that they have reviewed the Physical Demands Analysis and are satisfied as to the employee's fitness to return to work based on such review.
  - Any requirement under the Procedures that an employee be cleared for return to work by the Health Centre does not include a requirement that the employee must undergo a physical capabilities medical assessment (PCMA) by the Occupational Health Physician or Nurse. Where there are reasonable and probable grounds to doubt that an employee is fit to return to work, employees may be requested to undergo a PCMA particularly where there has been an ongoing physical disability. Any such PCMA would be limited to a determination of whether or not the employee was able to safely perform the required work without

risk of injury to self or fellow employees. If an employee refuses to undergo a PCMA, the employee must otherwise provide reasonable medical evidence to the Health Centre certifying that he is fit to perform the work or the return to work will be delayed until such medical evidence is provided and the employee will not be entitled to be paid in the interim. A certificate from the employee's physician(s) may be considered to be reasonable medical evidence provided it clearly states that the employee has been examined by the physician and based on the physician's review of the Physical Demands Analysis of the employee's job it is the physician's opinion that the employee is fit to return to work.

(h) Pay for Work Days Missed Due to Health Centre Clearance

If an employee has been absent due to disability for two (2) weeks or more, should there be a delay in the employee's return to work beyond the date indicated by their physician solely due to obtaining clearance from the Health Centre, the Company will reimburse the employee for all lost regular earnings provided

- i) the employee has given at least one (1) weeks advance notice of return to work to the Health Centre, or, in cases where one (1) week's notice is not given due to circumstances beyond the employee's control and which were not caused by the employee's failure to communicate with their doctor or the Health Centre, gives as much notice as possible in the circumstances; and

- ii) the employee has provided satisfactory medical documentation during the absence in accordance with 3(f) and (g) above; and
- iii) the employee has given the Health Centre a reasonable return to work certificate or other reasonable medical evidence.

Employees whose Health and Welfare benefit coverage and/or pension accrual has lapsed during their absence, will have the same reinstated as of the first day for which they are compensated for lost earnings.

Employees who cancel, do not attend or arrive late for their appointment with the Health Centre (and cannot be accommodated) for any reason, will not be entitled to pay for lost hours or reinstatement of lost benefits. Circumstances beyond the control of the employee that prevent the employee from attending the appointment on time will not disqualify the employee from payment.

Nothing contained in **this** Procedure shall affect the rights or obligations of the Company, an employee or the Union under the Workers' Compensation Act (Ontario), as amended, or any other applicable statutes.

#### **4. Return To Work - Modified Duties**

An employee absent due to disability will be evaluated for return to work on the basis of modified duties and/or hours in order to expedite and facilitate the return to work.

A modified work program will be recommended by the Health Centre and be based on input from the employee's physician and/or the Workers' Compensation Board.

The Union accepts the Modified / Transitional Work **Program** handout to be given employees, with the understanding that the Modified Work Policy dated September 30th, 1996 will remain in effect.

## **5. Vending Services**

The Company will work with the Union to provide vending machine services for the plant. This service is to be provided at no cost to the Company.

## **6. ISO**

In view of the importance of our Quality Assurance program to our customers and its importance to the Corporation, it is agreed that ISO Auditors' assignments will be for the duration of the Collective Agreement, and will be reposted after the ratification of the new Collective Agreement. The employee selected will be allowed to leave the position on an annual basis if they so desire. The ISO Auditor will not have super seniority in a lay-off situation. The Company will continue to post for any vacancies.

## **7. Heat Relief**

It is understood that the Joint Health and Safety Committee (JOHSC) will retain the service of an Industrial Hygienist to do a proper study on the heat relief issue. There will be two (2) main objectives to the study:

1. Ensure that the Company meets its legal obligation under the Occupational Health & Safety Act.
2. Change the heat relief system from a date driven process to a threshold limit value process as per the legislation and appropriate regulations.

The present Heat Relief policy will remain in effect until the recent study **is** evaluated with the current heat relief committee and the results for a new policy are put in place by May 1, 2007.

## **8. Salaried Union Coverage**

When temporary vacancies (such as, but not limited to vacation, **LOA**, illness, absence, bereavement, jury duty) occur in the salaried (clerical) union group and coverage within the same group is not available:

1. The Union Executive will be advised of the reasons for **the** situation, and the anticipated start and finish date of the assignment.
2. The duration of any temporary posting will not exceed nine (9) months. If the same vacancy still exists after nine (9) months, it will be reposted.
3. Bargaining unit employees who apply for and are accepted for temporary posting in the clerical bargaining unit, shall upon completion of the job posting, return to their former job within the bargaining unit from which they temporarily transferred out of and with **NO loss** of seniority.
4. The employees, who are accepted for temporary posting in the clerical bargaining unit, must be replaced within their own bargaining unit before such transfers take place, except in emergency situations.
5. Overtime work shall be averaged for the temporary employees **upon** entering the clerical union group.

6. **All** temporary postings shall be subject to the job posting criteria of the clerical collective agreement.
7. **If** there are no applicants for the job or any suitable applicants, the Company will go outside the bargaining unit.
8. This agreement is without prejudice or precedent during the lifetime of the current collective agreement.
9. In the event that the Company experiences difficulty in recruiting skilled trades, the Company agrees to discuss with the Union, adjustments to the skilled trade wage rates.

## 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 MARCH 2, 2007

PRODUCTION CLASSIFICATIONS	\$ PROBATION	\$ CLASSIFICATION	\$ 1 YEAR	\$ 2 YEARS
1. CARTON ASSEMBLER UTILITY LABOURER SELECTOR PACKER PALLETIZER MECHANICAL SWEEPER OPERATOR	17.56	19.30		
2. OPERATOR IN TRAINING	17.82	19.34	19.73	
3. CULLET OPERATOR LTO CHECKER LTOC/VERIFIER LTO PALLET PAD	18.30	20.20	20.43	
4. STOREKEEPER QUALITY CONTROL INSPECTOR "A"	18.29	20.18	20.57	20.78
5. MOULD INSPECTOR WARE AUDITOR BATCH & FURNACE ATTENDANT RAW MATERIAL UNLOADER	19.03	20.78	21.02	21.40



6. FORMING OPERATOR APPRENTICE SKILLED TRADES	21.04	22.90	23.38	
7. FORMING SPECIALIST FEEDER UPKEEPMAN BRICK & BLOCK SETTER	21.93	23.82	24.02	24.30
<b>TRADES CLASSIFICATION</b>				
1. UNLICENSED TRADES: INDUSTRIAL MAINTENANCE MECHANIC ELECTRONIC TECHNICIAN INSTRUMENT TECHNICIAN VEHICLE MAINTENANCE MECHANIC GENERAL MACHINIST	22.93	23.26	23.55	23.79
2. LICENSED TRADES - GROUP 1: INDUSTRIAL MAINTENANCE MECHANIC MILLWRIGHT/WELDER VEHICLE MAINTENANCE MECHANIC PIPE FITTER WELDER GENERAL MACHINIST TOOL & DIE MAKER	26.75	27.07	27.37	27.66
3. LICENSED TRADES - GROUP 2: CERTIFIED ELECTRONIC TECHNICIAN CERTIFIED INSTRUMENT TECHNICIAN INDUSTRIAL ELECTRICIAN/INSTRUMENT TECHNICIAN	27.36	27.66	27.97	28.33

## 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 MARCH 2, 2008

PRODUCTION CLASSIFICATIONS	\$ PROBATION	\$ CLASSIFICATION	\$ 1 YEAR	\$ 2 YEARS
1. CARTON ASSEMBLER UTILITY LABOURER SELECTOR PACKER PALLETIZER MECHANICAL SWEEPER OPERATOR	17.91	19.69		
2. OPERATOR IN TRAINING	18.18	19.73	20.13	
3. CULLET OPERATOR LTO CHECKER LTOC/VERIFIER LTO PALLET PAD	18.66	20.60	20.84	
4. STOREKEEPER QUALITY CONTROL INSPECTOR "A"	18.65	20.59	20.98	21.19
5. MOULD INSPECTOR WARE AUDITOR BATCH & FURNACE ATTENDANT RAW MATERIAL UNLOADER	19.41	21.19	21.44	21.83

6.	FORMING OPERATOR APPRENTICE SKILLED TRADES	21.46	23.36	23.85	
7.	FORMING SPECIALIST FEEDER UPKEEPMAN BRICK & BLOCK SETTER	22.37	24.30	24.50	24.79
<b>TRADES CLASSIFICATION</b>					
1	UNLICENSED TRADES: INDUSTRIAL MAINTENANCE MECHANIC ELECTRONIC TECHNICIAN INSTRUMENT TECHNICIAN VEHICLE MAINTENANCE MECHANIC GENERAL MACHINIST	23.64	23.98	24.27	24.52
2	LICENSED TRADES - GROUP 1: INDUSTRIAL MAINTENANCE MECHANIC MILLWRIGHT/WELDER VEHICLE MAINTENANCE MECHANIC PIPE FITTER WELDER GENERAL MACHINIST TOOL & DIE MAKER	27.29	27.61	27.91	28.22
3.	LICENSED TRADES - GROUP 2: CERTIFIED ELECTRONIC TECHNICIAN CERTIFIED INSTRUMENT TECHNICIAN INDUSTRIAL ELECTRICIAN/INSTRUMENT TECHNICIAN	27.90	28.22	28.53	28.89

## 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 MARCH 2, 2009

PRODUCTION CLASSIFICATIONS	\$ PROBATION	\$ CLASSIFICATION	\$ 1 YEAR	\$ 2 YEARS
1. CARTON ASSEMBLER UTILITY LABOURER SELECTOR PACKER PALLETIZER MECHANICAL SWEEPER OPERATOR	18.27	20.08		
2. OPERATOR IN TRAINING	18.54	20.12	20.53	
3. CULLET OPERATOR LTO CHECKER LTOC/VERIFIER LTO PALLET PAD	19.04	21.01	21.25	
4. STOREKEEPER QUALITY CONTROL INSPECTOR "A"	19.02	21.00	21.40	21.62
5. MOULD INSPECTOR WARE AUDITOR BATCH & FURNACE ATTENDANT RAW MATERIAL UNLOADER	19.80	21.62	21.87	22.27

6. FORMING OPERATOR APPRENTICE SKILLED TRADES	21.89	23.82	24.32	
7. FORMING SPECIALIST FEEDER UPKEEPMAN BRICK & BLOCK SETTER	22.81	24.78	24.99	25.29

**TRADES CLASSIFICATION**

1. UNLICENSED TRADES: INDUSTRIAL MAINTENANCE MECHANIC ELECTRONIC TECHNICIAN INSTRUMENT TECHNICIAN VEHICLE MAINTENANCE MECHANIC GENERAL MACHINIST	24.12	24.46	24.76	25.01
2. LICENSED TRADES - GROUP 1: INDUSTRIAL MAINTENANCE MECHANIC MILLWRIGHT/WELDER VEHICLE MAINTENANCE MECHANIC PIPE FITTER WELDER GENERAL MACHINIST TOOL & DIE MAKER	27.83	28.17	28.47	28.78
3. LICENSED TRADES - GROUP 2: CERTIFIED ELECTRONIC TECHNICIAN CERTIFIED INSTRUMENT TECHNICIAN INDUSTRIAL ELECTRICIAN/INSTRUMENT TECHNICIAN	28.46	28.78	29.10	29.47

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