

**SEVENTH  
COLLECTIVE  
AGREEMENT**

**MADE BETWEEN**



**OWENS-ILLINOIS**  
**O-I Canada Corp.**

**OI CANADA CORP  
TORONTO, ONTARIO**

**AND**

**CAW  TCA  
CANADA**

**NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION  
AND GENERAL WORKERS UNION OF  
CANADA (C.A.W. - CANADA)  
AND IT'S LOCAL 29**

*02297(68)*

**TERM OF AGREEMENT  
JUNE 20, 2005 TO JUNE 19, 2008**

**INDEX**  
**NUMERICAL ORDER**

<b>Article Or Appendix</b>	<b>Page</b>
1 Purpose.....	1
2 Recognition And Jurisdiction.....	2
3 Management Rights.....	2
4 Union Security.....	3
5 Union Rights Committee.....	4
6 Grievance Procedure .....	6
7 Company-Union Policy Grievance.....	8
8 Discharge, Suspension And Discipline.....	8
9 Arbitration.....	9
10 Seniority .....	11
Notice Of Lay-Off .....	14
Lay-Off.....	15
Recall.....	16
11 Loss Of Seniority .....	18
12 Temporary Transfer.....	19
13 Job Posting .....	20
14 Hours Of Work .....	23
15 Working Conditions .....	24
16 Wage Rate Schedules (See Appendix "A").....	27
17 Shift Differentials.....	30
18 Reporting And Call-in Allowance.....	30
19 Overtime And Sunday Premium.....	31
20 Paid Holidays .....	32
21 Vacations With Pay.....	34
22 Health And Welfare.....	36
23 Technological Changes And Separation Allowance....	38
24 Leave Of Absence .....	39
25 Bereavement Pay.....	41
26 Jury Duty.....	41
27 Work Clothing .....	41
28 Tool Allowance/Licensing Fee.....	43
29 Bulletin Boards.....	43
30 Separability.....	43
31 No Strike Or Lockout.....	44

## INDEX – NUMERICAL ORDER – Continued

Article Or Appendix	Page
32 Sexual Harrassment & Discrimination & Incapacitated Employees.....	44
33 Duration Of Agreement.....	45
Appendix “A” – Job Classification Rates .....	48
Appendix “B” – Vacation Scheduling Procedure.....	52
Appendix “C” – Cost Of Living Allowance .....	53
Appendix “D” – Paid Education Leave .....	56
Appendix “E” – Pension Agreement.....	57
Appendix “F” – Rules For Administration Concerning Equalization Of Overtime Work (Skilled & Unskilled Employees).....	58
Appendix “G” – Skilled Trades .....	61
Letter Of Understanding – Skilled Trades Appendix.....	78
Exhibit A – Trades & Classifications.....	79
Letter Of Intent – Adjustment Committee .....	80
Letter Of Understanding – Job Rotation – Packing Room.....	81
Letter Of Understanding – Heat Relief.....	82
Letter Of Understanding – Select & Packer/AQL .....	84
Letter Of Understanding – Paid Lunch.....	85
Letter Of Understanding – Day Re-Select Crew .....	86
Letter Of Understanding – LTOC Wareshed & Shipping.....	87
Letter Of Understanding – Warehouse Operations.....	88
Letter Of Understanding – Grievance Committee .....	89
Job Description – Union Health & Safety Representative.....	90
Letter Of Understanding – Union Leave Of Absence.....	92
General Duties – Leadhand.....	93
Letter Of Understanding – General Machinists.....	94
Letter Of Understanding – Mould Maker/ General Machinist.....	95
Letter Of Understanding – Contracting Out, Skilled Trades .....	96

**INDEX**  
**ALPHABETICAL ORDER**

<b>Article Or Appendix</b>	<b>Page</b>
9 Arbitration.....	9
25 Bereavement Pay.....	41
29 Bulletin Boards.....	43
7 Company-Union Policy Grievances.....	8
Appendix "C" – Cost Of Living Allowance .....	53
8 Discharge, Suspension And Discipline.....	8
33 Duration Of Agreement .....	45
15 First Aid .....	27
6 Grievance Procedure.....	6
22 Health And Welfare.....	36
14 Hours Of Work.....	23
Appendix "A" – Job Classification Rates .....	48
13 Job Posting.....	20
26 Jury Duty.....	41
10 Lay-off .....	15
24 Leave Of Absence .....	39
28 Licensing Fees .....	43
11 Loss Of Seniority .....	18
15 Lunch Periods .....	26
3 Management Rights .....	2
31 No Strike Or Lockout.....	44
10 Notice Of Lay-Off.....	14
19 Overtime And <b>Sunday Premium</b> .....	31
20 Paid Holidays.....	32
Appendix "D" – Paid Education Leave .....	56
Appendix "E" – Pension Agreement.....	57
1 Purpose.....	1
10 Recall.....	16
2 Recognition And Jurisdiction.....	2
18 Reporting And Call-in Allowance.....	30

## INDEX –ALPHABETICAL ORDER – Continued

Article Or Appendix	Page
15 Rest Periods .....	26
Appendix “F” – Rules For Administration Concerning Equalization Of Overtime Work (Skilled & Unskilled Employees).....	58
15 Safety And Health Committee .....	24
10 Seniority .....	11
30 Separability .....	43
32 Sexual Harassment, Discrimination & Incapacitated Employees .....	44
17 Shift Differentials.....	30
Appendix “G” – Skilled Trades .....	61
23 Technological Changes And Separation Allowance.....	38
12 Temporary Transfer.....	19
28 Tool Allowance / Licensing Fee.....	43
5 Union Rights Committee .....	4
4 Union Security .....	3
21 Vacations With Pay .....	34
Appendix “B” – Vacation Scheduling Procedure.....	52
16 Wage Rate Schedules (See Appendix “A”).....	27
15 Wash-Up Time .....	26
27 Work Clothing.....	41
15 Working Conditions.....	24

**THIS COLLECTIVE AGREEMENT MADE  
BETWEEN:**

**OIL CANADA CORP,  
TORONTO, ONTARIO,  
Hereinafter Called "The Company"**

**- AND -**

**NATIONAL UNION OF  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA (C.A.W. - NATIONAL  
AND ITS LOCAL 29  
is Called "The U**

**ARTICLE 1 – PURPOSE**

**1.01** This agreement is made to establish and maintain lawful and 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**

**2.01** The Company recognizes the Union as the collective bargaining agent for its employees at its Toronto Plant, save and except Assistant Supervisor, persons above the rank of Assistant Supervisor, Stationary Engineers, Security Guards, Office, Clerical and Sales Staff.

**2.02** The term "employee" or "employees" wherever hereinafter used shall mean only those persons coming within the bargaining unit as defined above unless the context otherwise applies.

**2.03** Where the masculine pronoun is used in the agreement, it shall mean and include the feminine pronoun where the context so requires.

**2.04** Supervisors will not perform work normally done by bargaining unit employees except for the purpose of instruction, experimentation, emergency or performance of necessary work when production difficulties are encountered on the job.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

**3.01** Subject to the provisions of this agreement, the management and the operation of the plant and the direction of the working force is and shall remain vested exclusively in the Company.

**3.02** The Union acknowledges that it is the exclusive function of the Company to:

- (1) Maintain order, discipline and efficiency.
- (2) Hire, discharge for just cause, classify, direct, transfer, promote, demote, lay-off and suspend or otherwise discipline employees, subject to the right of employees to lodge a grievance as provided by this agreement.
- (3) Make and alter from time to time rules and regulations to be observed by the employees, provided that they are not inconsistent with the provisions of this agreement, and
- (4) Generally to manage the industrial enterprise in which the Company is engaged, and without restricting the generality of the foregoing to determine the products to be manufactured, methods and location of manufacture, schedules for production, kinds and locations of machines and tools to be used, process of manufacturing, the engineering and designing of its products, the control of materials and **parts** to be incorporated in the products produced, and the extension, limitation, curtailment or cessation of operations.

**3.03** The Company agrees that these functions will be ex-

exercised in a manner consistent with the provisions of *this* agreement.

**3.04** The Company agrees to post general rules mutually agreed upon by the Union and the Company for the guidance of employees.

#### **ARTICLE 4 - UNION SECURITY**

**4.01** All employees who are members of the Union shall remain members of the Union in good standing as a condition of employment.

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

**4.03** (a) The Company shall deduct from the wages of its employees dues and initiation fees in the amount fixed by the constitution and by-laws of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W. - Canada).

(b) Regular weekly dues deductions and the initiation fee shall start with the first pay following employment by the Company.

(c) The Company agrees to remit such deductions to the Financial Secretary of the local by the 15th of the month following. The monthly dues cheque shall be accompanied by a list showing the name and clock number of each employee and the total monthly deduction being remitted for each employee. Hiring dates, the names, current addresses and telephone numbers of new employees and the names and dates of severance of employment shall be forwarded to the Financial Secretary of the Local with the dues cheque.

(d) When a new employee is hired, a copy of the notification form (Payroll Hire) will be sent to the Local President.



(e) The Company will show on the employee's annual T-4 slip the total amount of union dues deducted from his/her earnings during the applicable year.

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

**4.05** This form of dues deduction authorization shall be as follows: I, the undersigned, voluntarily do hereby authorize and direct OI Canada Corp, Toronto, Ontario, during the life of this agreement, to deduct from my gross earnings, accumulated to my credit from the date of signature hereof, union dues as required by the constitution and by-laws of the National Automobile, Aerospace, Transportation and General Workers Union of Canada, and the Union initiation fee, and to remit same each month to the Financial Secretary of Local 29, National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W. - Canada), whose receipt thereof shall be considered a discharge to the OI Canada Corp, Toronto, Ontario, for the amounts deducted from my earnings as authorized and directed herein.

Date .....

Clock Number.....

Signature.....

## **ARTICLE 5 – UNION RIGHTS COMMITTEE**

**5.01** (a) The Company agrees to recognize a maximum of twenty-eight stewards appointed or elected by the Local from among the employees.

(b) The Local shall appoint or elect a Bargaining Committee composed of five (5) members of whom one (1) shall be the President and one (1) shall be the Skilled Trades representative.

(c) Meetings between the Bargaining Committee and Management will be scheduled in a convenient manner by both parties. Time spent at meetings with Management outside of the regularly scheduled working hours will be paid at straight time at the base rate.

**5.02** The plant shall be divided into four(4) zones as follows, each of which zone shall have a Bargaining Committee representative:

Zone 1 –  
Batch & Furnace, Forming and Non-Skilled Trades employees in Maintenance, Mould Repair and Machine Repair.

Zone 2 –  
Packing Room, Carton Assembly and Quality Control(Day Inspector).

Zone 3 –  
Warehouse and Shipping, Stores and Carton Receiving.

Zone 4 –  
Skilled Trades employees in Maintenance, Mould Repair and Machine Repair.

**5.03** The Local President, members of the Bargaining Committee, shop stewards and/or a representative or representatives of the National Union may enter the plant at any time and participate in any meeting of the Union Bargaining Committee and the Company with the prior permission of management.

**5.04** 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 Supervisors and Assistant Supervisors. The Company and the Local shall each advise the ~~other~~

of any change in these names. The Company will also advise the Local Union President of all appointments of Lead Hands.

**5.05** Management will introduce new employees to a steward in the Department in which they work. The President or designate will have an opportunity to address new employee groups.

**5.06** An employee shall be entitled to examine any document expressing dissatisfaction with his performance or conduct which is in his file. The employee shall have the right to add written comments to a photocopy of a document and be provided with a copy of such. This will be done by appointment only.

## **ARTICLE 6 – GRIEVANCEPROCEDURE**

**6.01** The Local President, the Bargaining Committee of five persons, and the Stewards shall be permitted by their Supervisor or Assistant Supervisor to leave their regular duties for a reasonable length of time during their regular working hours without loss of time or pay for the purpose of processing and settling grievances.

**6.02** The Bargaining Committee of not more than five (5) persons including the Local President shall deal with the Plant Manager and/or his/her representatives in the processing of grievances at Step 3 of the grievance procedure.

**6.03** (a) Where an employee believes that management has contravened some article in the Collective Agreement, they may submit a grievance according to the following steps. Paid Holidays, Saturdays and Sundays shall not be considered in the time limits mentioned for the grievance and arbitration process. Extensions on the time limits may be granted on mutual agreement between both parties in writing.

**Step 1:**

An employee alleging a violation of a specific provision of this Agreement shall discuss it with his/her immediate Supervisor prior to making it the subject of a grievance, within seven (7) days after the occurrence or when it first becomes known to the Grievor. The employee shall be accompanied by the Steward representing his area, if one is in the area. The Supervisor may elect to have another Supervisor present for the discussion. If the matter is not satisfactorily settled by the immediate Supervisor, within two (2) working days it will be reduced to writing signed by the Employee and the Steward, and submitted to the Department Head as a grievance no later than three (3) days after the Supervisor's decision. The Company will afford the Union Representative and the employee suitable facilities for a private discussion.

**Step 2:**

A Step 2 meeting will be held in the presence of the Department Head, Steward, Employee, Supervisor and Human Resources Manager. The Department Head shall render a decision within three (3) working days of the receipt of such grievance to the Steward in writing.

**Step 3:**

If the decision of the Department Head is not acceptable to the Union, the Plant Manager, along with the Bargaining Committee, Shop Steward and the Employee shall meet to try to find a solution to the grievance within three (3) days after the date on which the Department Head has rendered a written decision. Each party at this meeting may have one (1) additional subordinate official if required. The Plant Manager shall have three (3) days following this meeting in which to submit a written reply to the Bargaining Committee.

If the answer in Step 3 is unacceptable to the Union, the Union shall submit the grievance to arbitration within ten (10) days by notifying the Company by registered or hand delivered mail.

**6.03** (b) Where employees on more than one shift are involved in the same grievance, then the grievance may be submitted directly to the Head of the Department, as a Step 2 grievance.

**6.03** (c) The parties recognize the importance of full discussion and shall make every effort to settle the grievance at all stages of the grievance procedure.

## **ARTICLE 7 – COMPANY-UNION POLICY GRIEVANCE**

**7.01** Any difference arising directly between the Company, the Union and/or the Local (which shall not include matters employees personally are entitled to grieve upon) as to the meaning, application or alleged violation of any provision(s) of this agreement may be submitted in writing by either party commencing at the 2nd Step. The time limits provided under the applicable provisions of the grievance and arbitration procedure shall appropriately apply to both parties.

## **ARTICLE 8 – DISCHARGE, SUSPENSION AND DISCIPLINE**

**8.01** (a) An employee called in for an interview for the purpose of any disciplinary action or reprimand shall have a union representative present. An employee shall only be disciplined in the presence of his/her union representative. He/she shall be given the reason in the presence of union representation and the reason given shall be confirmed in writing to the employee concerned and the union at the time action is taken.

(b) If an employee (except probationary) is suspended, or discharged, and the Bargaining Committee believes this employee has been unjustly dealt with, such suspension or discharge may constitute a grievance. The grievance would be

handled within five (5) days from the date of the occurrence of the suspension or discharge starting at Step 2 in the case of a suspension and at Step 3 in the case of a discharge.

(c) Upon the request of a suspended or discharged employee, the Company will provide facilities for this employee to consult with a steward for a reasonable length of time.

(d) It is understood that the Company shall notify, in writing, the employee concerned of any suspension or discharge in the presence of the union at the time suspension or discharge is given.

(e) Where the employee is not on Company premises, a registered letter will be sent to the employee with **notifi-**cation to attend the suspension **or** discharge meeting. The president of Local 29 will receive a copy of this letter. The failure to attend such meeting will nullify the procedure requirements as stated in Article 8.01 (a) and 8.01 (d) of the collective agreement.

(f) The employer shall take disciplinary action against an employee within five(5) working days. If the employer is unable to proceed at that time, it will seek **an** extension in writing from the Union. This extension will not be unreasonably withheld.

**8.02** When a maximum period of nine (9) months has elapsed since an employee's last disciplinary notice, the Company will not use such notices in determining subsequent disciplinary action.

## **ARTICLE 9 - ARBITRATION**

**9.01** (a) When a difference arises between the parties relating to the interpretation, application or administration of this agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, either of the parties may, af-

ter exhausting any grievance procedure established by this agreement, notify the other party in writing of its desire to submit the differences or allegation to an arbitrator. Any written notification of a desire to submit a matter to arbitration shall specifically state the matter in dispute to be dealt with by the arbitrator.

(b) Should the parties fail to agree on an arbitrator within ten (10) days of receipt of the request for arbitration, the parties shall choose the arbitrator in rotation from the following mutually agreed list of arbitrators:

1. D. Harris
2. M. Gorsky
3. P. Picher
4. R. Kennedy
5. M. Picher
6. L. Davie

(c) If the arbitrator chosen in rotation from the agreed list of arbitrators is not available within the time limits set out in (d) below, he/she will be replaced by the following person on the list, and except by mutual agreement between the parties, will not be used again as an arbitrator until his/her name returns in the normal order or rotation.

(d) Unless mutually agreed otherwise between the Company and Union, the following time limits will be adhered to by the parties:

1. In discharge grievances, it is understood that the hearing at arbitration must commence within thirty (30) days from the date of acceptance by the arbitrator to hear the grievance.
2. In other than discharge grievances, the hearing at arbitration must commence within forty-five (45) days from the date of acceptance by the arbitrator to hear the grievance.

**9.02** The arbitrator shall hear and determine the difference or allegation and shall issue a decision within sixty (60) days from the date of the closing of the arbitration hearing and the decision will be final and binding upon the parties and upon the employee affected by it.

**9.03** This agreement shall not be altered, modified or amended by an arbitrator.

**9.04** In the event an arbitrator deals with any matter in dispute, he/she may, at his/her discretion, make any binding decision which he/she deems equitable under the particular circumstances.

**9.05** Whenever an arbitrator rules in favour of a grievor who alleges improper suspension, demotion, discharge, or layoff, the arbitrator, if granting any compensation to the grievor in his/her award, may grant compensation only up to the total wage earnings lost by the employee as a result of the suspension, demotion, discharge or layoff.

**9.06** Discharge cases shall have preference over other cases submitted to arbitration.

**9.07** The expenses of the arbitrator shall be paid equally by the Union and the Company.

## **ARTICLE 10 – SENIORITY**

**10.01** (a) A new employee shall be termed probationary and shall be placed on the seniority list when he/she has been employed continuously for two (2) months from the date on which he/she was last hired, except that an employee who does not work continuously during his/her probationary period due to lay-offs, shall be credited with two (2) months seniority when he/she has been intermittently employed for a total of sixty (60) days. In these cases, his/her hiring date shall be dated back two (2) months prior to his/her sixtieth day of employment. Employees hired on the same date will



be placed on seniority in the order in which they are interviewed.

(b) The above provisions do not apply to vacation replacement employees. Replacement employees will only be hired after the lay-off list is exhausted of employees with ability to do the available work.

(c) Vacation replacement employees who become probationary employees shall begin their probationary period from date of acceptance as a probationary employee, which shall be no later than October 1st, of the current year.

**10.02** (a) Seniority shall be on a plant-wide basis. The names of those employees who have completed their probationary period shall be placed on the plant seniority list.

(b) Plant seniority lists will be posted in each department. Such lists shall show the plant seniority of employees in each department.

(c) A master seniority list showing the plant seniority date of all non-probationary employees will be made available for inspection at the Human Resources and Security Guards offices.

(d) Such lists shall be brought up-to-date during April and October of each year. Employees may dispute an error in their seniority dates since the previous revision, within fifteen (15) working days of the employee concerned after posting of a notice to this effect. The fifteen (15) day period would be waived for typographical errors made from the previous seniority lists.

**10.03** (a) Eight (8) copies of each of the above seniority lists shall be furnished to the President of the Local at time of posting.

(b) Eight (8) copies of a supplementary seniority list showing the seniority status of all employees shall be pro-

vided for the local President five (5) days in advance of the effective date of any lay-off affecting a group of twenty (20) or more employees.

**10.04** Employees temporarily hired shall receive all applicable benefits, and the agreement shall apply to said employees as to regular employees.

**10.05** (a) Only once during their employment with the Company, an employee promoted to a position outside the bargaining unit, may, when mutually agreed upon between the employee and the Company, return to the bargaining unit within six (6) months with plant seniority accumulated prior to the date of leaving the jurisdiction of the Union. Such employee shall maintain the right to return to the job held prior to leaving the bargaining unit for a period of ninety (90) days and shall be paid at the prevailing rate of the job to which he/she returns.

(b) An employee who is out of the bargaining unit for more than six (6) months or who is out of the bargaining unit more than once during their employment with the Company for less than six (6) months, may return to the bargaining unit if mutually agreed upon by both the Union **and** the Company, and shall then be placed on the seniority lists with the seniority accumulated prior to leaving the Union.

**10.06** (a) An employee, upon being transferred to a new Job, shall retain his/her previous seniorities until he/she has worked forty-five (45) days in the new Job. It is understood that the above does not apply to temporary transfers **and** vacation replacements.

(b) At the expiration of the forty-five (45) days worked period, the applicable plant seniority will apply.

(c) Laid-off employees or employees transferred due to a lay-off, when recalled within the limits set out in 11.01 (e) and (f) will retain and accumulate their plant seniority.

## **NOTICE OF LAY-OFF**

**10.07** Employees, other than probationary employees, shall be given individual or general written notice, whichever may apply, of a lay-off from the plant five (5) days in advance of the effective date, except where employees are recalled or hired for a specific short term period of seven (7) days or less, or where they are recalled for furnace rebuild. The date that any particular lay-off becomes effective may be delayed at the discretion of the Company for an additional five (5) days. A copy of the lay-off notice shall be given to the Local President at the same time.

**10.08** Any employee under the jurisdiction of this agreement who desires to leave the employ of the Company, should give five (5) working days prior notice and shall continue working in accordance with the plant schedule during said notice period.

**10.09** It is understood and agreed that there is nothing in this agreement that changes the right of the Company in determining the time and duration of lay-off of an employee, made necessary by lack of orders, lack of materials, lack of equipment, repairs or other similar causes.

**10.10** In the case of disaster, fire or explosion, power or fuel stoppage, breakdown of machinery or sudden and unforeseen shutting down of a glass furnace owing to failure of any part thereof, or any other cause beyond the control of the Company, it will not be necessary for the Company to give notice to those affected.

**10.11** If an employee (except probationary) is laid off, and the Bargaining Committee believes the employee has been unjustly dealt with, such lay-off may constitute a grievance and any such case shall be dealt with starting at Step 2 of the grievance procedure within five (5) working days from the date of occurrence of the lay-off.

## LAY-OFF

### 10.12

- (a) (1) From the classification according to plant seniority: probationary employees, first, then other employees commencing with the employee with the least plant seniority. Displaced employees may elect to be assigned to either:
- (a) Another equal or lower rated classification within the department providing they possess more plant seniority than employees in the affected classification;
- OR
- (b) The last job classification they previously held, providing they possess more plant seniority than an employee in the affected classification; and in either case, providing they are capable of performing the work.
- (2) From the department according to plant seniority: Probationary employees first, then other employees commencing with the employee with the least plant seniority. Displaced employees will be assigned to a classification they previously held in another department, or to the position in the plant held by the employee with the least plant seniority, provided they are capable of performing the work and possess more plant seniority than the employee in the affected classification.
- (3) From the plant according to plant seniority: **Pro** probationary employees first, then other employees commencing with the employee with least plant seniority, providing their replacements are capable of performing the work and possess more plant seniority.

In the case of a permanent furnace shutdown, employees will be given up to three days orientation in the positions of Warehandler, and Select Packer, where necessary, in order that they are capable of performing the work assigned.

(b) Notwithstanding the above, the senior fifty per cent (50%) of the forming machine operators may be retained at the discretion of the Company.

**10.13** (a) In the event of a temporary layoff of five (5) working days or less resulting from the conditions caused by those identified in Clause 10.10, employees shall be laid off on a departmental basis by shift according to their plant wide seniority.

(b) In the event of a temporary layoff of five (5) working days or less, resulting from conditions not identified in Clause 10.10, employees shall be laid-off on a departmental basis according to their plant wide seniority. All probationary employees shall be laid off before this clause 10.13 (b) may be applied.

**10.14** The elected Union Executive Board Members or appointed replacements, Wage Committee Members when in negotiations with the Company, shall have top plant seniority applicable in the case of plant lay-off only, provided in each case they have at least twelve month's plant seniority and are capable of performing the available work.

## **RECALL**

**10.15** When recalling employees to work after lay-off or transfer, they shall be recalled in reverse order to that in which they have been laid off or transferred, providing that the employees so recalled are available and are competent to perform the work required.

Vacation replacements hired in accordance with Article 13.01(b) will be employed only after employees laid off from the classification have been recalled.

**10.16** (a) In the event of emergency productions (fifteen(15) days or less), the Company may, after having tried and failed to contact laid-off employees, hire from outside of the bargaining unit.

(b) The Company will advise the Local President when an “emergency production” condition arises; and will provide him with a list of the names of laid-off employees whom the Company has been unable to contact, immediately following the Company attempt to contact said employees.

(c) Section 11.01 (D) of this agreement shall not apply during any “emergency production” period.

(d) When any laid-off employees can return to work and they notify the Company that they are available, they shall be immediately recalled and shall replace any employees temporarily hired, providing they have the ability to do the available work.

(e) Employees temporarily hired under “emergency production” conditions will be paid according to Appendix “A”. The accumulated broken service of a temporary employee shall qualify him/her for the appropriate job classification rate.

**10.17** The provisions of Article 10 shall be exercised so that the Company may maintain an adequate working force of trained employees at all times. The Company will **not** exercise its rights under this article in an arbitrary or unfairly discriminatory manner.

**10.18** Senior employees may volunteer for layoff in cases of machine or furnace curtailment as long as employees with the necessary experience and qualifications to maintain production are on the payroll and available for work. In these instances of curtailment, such employees must volunteer for curtailments of thirty (30) days or more. Following such thirty (30) day period, the employee may return to work af-

ter he has given the Company ten (10) calendar days' notice in writing of his desire to do so. The Company will recall such employee in line with seniority at the conclusion of the curtailment. It is understood that the Company may recall an employee on voluntary layoff at any time he is needed due to the lack of sufficient employees with the necessary experience and qualifications to maintain production. The employee is responsible to provide current contact information to the Human Resources Department. If the employee is required to return to work he will be expected to return to work within five (5) days of notification.

## **ARTICLE 11 – LOSS OF SENIORITY**

**11.01** Seniority shall be accumulated and the employee shall lose seniority only if he/she:

(a) Voluntarily quits the employ of the Company.

(b) Is discharged and such discharge is not reversed through grievance or arbitration procedure.

(c) Is absent from work for a period of three (3) consecutive working days or overstays a leave of absence after three (3) working days without advising the Company's Human Resources Department giving reasons.

(d) Following a lay-off, after being notified by the Company to return to work, at his/her last address in the Company's records, fails to make arrangements to return to work which are satisfactory to the Company within five(5) calendar days after notification and fails to return to work within ten( 10) calendar days after notification, unless he/she furnishes reasons for such failure satisfactory to the Human Resources Department. For the purpose of this clause, notification is the date on which notification to return to work has been mailed by registered mail to the employees or by telegram to the employees when a Canada Post Corporation strike is in effect. A copy of the notification shall be sent to the Local President.

(e) Has been laid off for more than twelve (12) consecutive months, and has less than two years plant seniority-

(f) Has been laid off for more than twenty-four (24) consecutive months and has more than two years plant seniority.

(g) Accepts employment elsewhere without the consent of the Company while on leave of absence.

(h) Has been absent from work due to a work related injury or non-occupational disability for a period of two(2) or more years, provided that the employee is first given notice that his/her seniority shall be lost and his/her employment terminated unless he/she provides the Company with a medical opinion that he/she is fit to return to work or will be so fit to return to work within a reasonable period of time, to his/her regular job or to modified work.

**11.02** It shall be the duty of employees to notify the Human Resources Department of any change of address, phone number and the date of change. If an employee should fail to do this, the Company will not be responsible for failure of a notice to reach such employee. The Company will supply a form for the employees to submit their change of address and phone number. This form will be available from the security office and the Human Resources Department. The form is to be signed by the employee and a company representative and a copy given to the Union, the employee and the Company.

## **ARTICLE 12 – TEMPORARY TRANSFER**

**12.01** When a furnace is down, any laid off employees who hold a valid OI CanadaCorp Lift Truck Operators Certificate will be given preference over outside help when filling available LTO jobs. Lift Truck Operators will service both the contractor and the Company during this time.



**12.02** Employees with the least plant seniority will be selected for temporary transfer.

**12.03** During temporary transfers, an employee shall continue to accumulate seniority in their regular jobs.

## **ARTICLE 13 – JOB POSTING**

**13.01** (a) The Company shall post notices of all job vacancies coming within the scope of this agreement on Company bulletin boards except the following:

- (1) Select and Packers in the Packing Room
- (2) Temporary vacancies not covered by Article 13.09
- (3) Article 14.03 vacancies.

A copy of all postings will be sent to the Local President.

(b) The Company will post for vacation replacements by the 15th of November subject to paragraphs 13.02 and 13.03. Employees will be notified by January 31 whether they will be required to **work** as a vacation replacement. Employees designated as vacation replacement employee will choose their vacation after the regular employees in the classification have chosen their vacation, subject to Article 21.07. Any vacation replacement position not filled by regular employees will be filled by new employees.

(c) The Company may post jobs in advance of there being a vacancy and may then proceed to train the successful candidate in advance of there being a vacancy. When the vacancy occurs, the successful applicant will be moved to the job. In all other respects, Article 13 - Job Posting applies.

**13.02** (a) Notice of such vacancies shall be posted for seven (7) calendar days. Employees shall apply in writing for posted jobs. Applications will be completed in duplicate and submitted to the Human Resources Department. One copy will be initialled by the Human Resources Department and returned to the applicant.

(b) Prior to taking vacation, an employee may leave a written application with the Human Resources Department for a specific job. This application will be valid for that vacation period.

**13.03** (a) The vacancy will be filled based upon ~~the~~ applicant's skill, ability **and** physical capability to do ~~the~~ job. Where qualifications are relatively equal, the applicant with the most plant seniority will be given the job in all cases not covered by 13.03(b).

(b) Vacancies under the lines of progression will be posted and filled by the applicant with the most plant seniority from the next lower job provided he/she has the skill, ability and physical capability to do the job. The lines of progression are:

- (1) Batchperson/Unloader to Tank Teaser to Floater to Up-keep Attendant.
- (2) Apprentice Operator to I.S. Machine Operator to Work-out Person to Forming Specialist.
- (3) Ware Inspector to Day Inspector

**13.04** (a) Where a successful candidate for a job posting has not moved to the new job within 15 working days of notification of their successful candidacy, it will be discussed with the Local President.

(b) If the successful candidate for a posted job **has** not moved to the new job within 30 days of being notified of his/her successful applicancy, the new rate for the posted classification will be applied during the waiting period.

**13.05** Employees selected to fill the vacancy shall be allowed a reasonable trial period on the job.

**13.06** An employee may elect for valid reasons to **return** to his/her previous position within one (1) month from date of transfer, if mutually agreed between the Union and the Company.

**13.07** The Company will post on the bulletin board the name of the successful applicant within five (5) days of the selection, a copy of which will be sent to the Local President.

**13.08** Where an applicant does not receive the position applied for, he/she shall, upon request to the Human Resources Department, be notified in writing within one (1) week, and given reasons why his/her application was refused.

**13.09** (a) In the event that a temporary job vacancy in any department lasts more than 30 days for the purpose of replacing employees who are absent during illness, injury, leave of absence, or pregnancy leave, the Company will post as for other vacancies but will designate that the job is temporary. A job vacancy lasting more than thirty (30) days for any other reason will be posted as permanent. In the event that a temporary job vacancy in any department lasts more than seven days and less than 30 days then the employee who is both qualified and who has the most plant seniority on that shift in a lower rated classification who is capable of performing the work will be given the opportunity to fill such a vacancy.

(b) Postings to replace a discharged employee will be considered temporary until the grievance procedure is exhausted.

**13.10** Experience gained on temporary job postings through the application of 13.09 will count when determining an employee's qualifications in 13.03.

**13.11** Employees wishing to transfer to a non-posted job under 13.01 (1) and (2) may submit their written request (in triplicate) to the Human Resources Office and they will receive first consideration when these vacancies occur.

**13.12** Any vacancies unfilled by the above procedure may be filled by a new employee.

## **ARTICLE 14 – HOURS OF WORK**

**14.01** (a) Normally scheduled hours for continuous **shifts** shall be on the basis of forty-two (42) hours per week, average. When continuous shift workers work more than five (5) scheduled days as part of their normal shift rotation, the sixth day of the week shall be paid at a premium rate of time and one-half the regular hourly rate.

(b) It is agreed that the existing shift schedule is **days** to nights to afternoons.

(c) Employees who qualify for 6 Day Pay under Article 14.01 shall not be excluded from receiving the premium rate of time and one-half when no more than one approved mutual shift exchange during the week of the 6 Day Pay results in his/her working either of the other two shifts on the day of the exchange.

**14.02** Normally scheduled hours for intermittent and continuous day workers will be on the basis of forty (40) hours per week, eight (8) hours per day.

**14.03** The department will give first consideration to employees with the most plant seniority for transfer from continuous shift, steady afternoon shift ~~or~~ steady night shift, to intermittent shifts or to day work in the same or lower classification in the department provided they have the ability to perform the work available. Such assignments will be made when day jobs are available on temporary openings for more than thirty (30) working days and in all cases of permanent openings.

**14.04** (a) Twenty-four (24) hours notice will be given to an employee where a change is made in his/her normally scheduled shift, except a change initiated by the employee or other employees under the terms of the Collective Agreement.

(b) When twenty-four (24) hours notice is not given un-

der the provisions of 14.04(a), the hours worked in the first shift of the new schedule will be paid as unscheduled overtime.

**14.05** Any proposed changes to an existing shift schedule will be discussed between the Plant Manager and the Union and every effort will be made to reach mutual agreement. If agreement cannot be reached, the proposed schedule after seven (7) days, will become effective subject to the right of the Union to have recourse to the grievance and arbitration procedure claiming that the change was made to avoid a temporary workload of sixty (60) days or less.

## **ARTICLE 15 -WORKING CONDITIONS**

**15.01** The Company and the Local agree that conditions in the plant should be such as to provide as far as possible, on a progressive basis, the safety, health and welfare of its employees, economy of operations, quality of products, cleanliness of plant and protection of property.

The Company agrees to consider suggestions from the Local in this respect. To this end, a Joint Safety and Health Committee will be appointed. Three (3) members elected or appointed by the Local Union and three (3) other members appointed by the Company. The Committee's function will be to:

1. Promote compliance with pertinent legislation.
2. Tour the plant to check on health and safety hazards not less than once each month.
3. Investigate all accidents, safety related incidents.
4. The Union Health & Safety Chairperson will accompany government Health and Safety Inspectors on plant inspection tours.
5. When measures or samples of the occupational environment are being taken, the Union Health and Safety

Chairperson shall have the right to participate in and observe the measurements or sampling.

6. The Company agrees to pay wages for up to 24 hours per week for one individual appointed or elected by the Union to co-ordinate health and safety training in the plant. In addition, this individual will be given reasonable time away from his/her job in order to deal with other matters covered by legislation, e.g. accident investigation.
7. Meet at least once a month to review their finding and make recommendations to management on the elimination of health and safety hazards.
8. The Committee will structure a training program for all employees on safety and health.
9. The Company will disclose the identity of all known physical agents or toxic materials to which workers are exposed. **Also**, symptoms, medical remedies and antidotes at the request of the Union.
10. The Company will provide to employees who are exposed to potentially harmful agents or toxic materials, at no cost to them, those medical services, physical examinations and other appropriate tests including audiometric and lung function examinations at a frequency and extent necessary to determine whether the health of such employees is being adversely affected. The Company shall pay two hours for the above mentioned medical services for each employee.
11. Company to provide to each employee or his/her physician, upon written request of the employee, a complete report of the results of any such tests or examinations and will review the test results with the employee prior to release.
12. No employee will be disciplined in the event he/she has

complied with the Occupational Health and Safety Act as it is now written or hereafter amended.

13. Receive prompt notification of any fatalities or serious injuries resulting from work-related accidents and in addition, to be informed of major accidents that did not result in serious injury but indicate a high potential for such.
14. The Company will grant two (2) hours preparation time for the Union committee members prior to the monthly meeting.
15. The Company will recognize up to four (4) "certified" members - 2 Union; 2 Company.
16. 28<sup>th</sup> of April - Day of Mourning - In an effort to promote Health and Safety in the plant the Company agrees to allow employees one minute of silence at 11:00am on April 28" of each year in observance of those workers killed on the job.

**15.02** Existing rules and regulations covering lunch periods, rest periods, and wash-up time, will be maintained. In general, these rules and regulations are:

### **LUNCH PERIODS**

Paid lunch periods for continuous shift workers shall be thirty(30) minutes.

### **REST PERIODS**

Fifteen (15) minute rest periods twice a shift at times as close as possible to the midpoints of each half shift.

### **WASH-UP TIME**

Wash-up time will not be specific time allowance, but will be provided in cases where its need is obvious.

### **15.03 FIRST AID**

A competent and qualified person shall be an duty for first aid twenty-four (24) hours per day.

## **ARTICLE 16 – WAGE RATE SCHEDULES (SEE APPENDIX “A”)**

**16.01** All employees of the Company will receive a general wage increase on base hourly rates effective as indicated:

Effective June 20<sup>th</sup>, 2005 – 2% wage increase **plus** an adjustment of \$0.25 for Skilled Trades effective August 12, 2005.

Effective June 20<sup>th</sup>, 2006 – 2.5% wage increase plus an adjustment of \$0.25 for Skilled Trades.

Effective June 20<sup>th</sup>, 2007 – 2.5% wage increase

**16.02** The Company shall supply a complete list of **job** classifications within the bargaining unit, together with wage rates therefore, which is attached hereto as Appendix “A”.

**16.03** (a) The Forming Department Machine Operator’s bonus will be the revised O-I production bonus plan currently in place.

(b) Regular operators shall receive the following premium in addition to all other earnings while operating the machines listed below. Relief operators shall only receive the premium when relieving one machine for periods **of** one hour or more.

IS. – 6 Section Machine – A-2 – \$0.43 per hour

I.S. – 8 Section Machine – A-1, B-4 – \$0.53 per hour

IS. – Spread Centre – A-3, B-1, B-2, B-3 – \$0.68 per hour

(c) Bonus is paid based on a standard pack number developed by Toledo based on machine type, weight, process, and performance of similar **jobs** at all factories. Standard pack



numbers are reviewed yearly and are adjusted up or down if the performance falls outside of 95-103% of the standard.

Performance is available daily for the bonus **and** is the line average.

Workout Persons and Forming Specialists will receive 100% of the line bonus each day minus the % held above the 4% level that is generated by manufacturing defects. Held ware from the packaging or annealing process will be excluded.

Forming Operators will earn 50% of line bonus minus the held ware over 4%.

Bonus % X hours worked X base hourly pay will be used to determine amount paid.

**16.04** Employees who are appointed as qualified first aid personnel either for continuous duty or for relief duty, shall receive twenty-five cents (25¢) per hour more than the rate for their job.

**16.05** Wages will be deposited by electronic deposit on Thursday of each week and not more than one week's wages shall remain unpaid when this payment is made.

**16.06** When requested by the Company, an employee who is temporarily assigned to a classification other than his/her regular classification shall receive the basic rate of the classification to which he/she is assigned or his/her regular hourly base rate, whichever is the higher. The provisions of this clause will not apply if there is no work on the employee's regular job or in the case of a lay-off.

**16.07** (a) A new employee will be paid the starting rate for the job classification and on completion of 12 working months shall be paid the classification rate for the job classification at which time the applicable progression for the job classification will start.

(b) **An** employee who is promoted through a job posting shall receive the classification rate for the job classification at which time the applicable progression for the job **classification** will **start**.

(c) When requested by the Company, an employee who is temporarily assigned to a classification other than his/her regular classification shall receive the classification rate of the classification to which he/she is assigned or his/her regular hourly base rate, whichever is the higher.

**16.08** When a new job is created as a result of the introduction of a new machine or equipment which is not covered by any existing classification:

(a) the Company will discuss with the Bargaining Committee, the rate of pay before implementing it. **The** Union shall have the right to grieve under the Grievance Procedure against such rate of pay; and

(b) the Company may assign an employee to such job for a period not exceeding thirty (30) days. The Company will establish a wage rate and classification for the new job within twenty (20) days of the commencement of the new job. The Company agrees to present to the Bargaining Committee their rationale for the wage rate and new classification. If the Union disagrees, a policy grievance under Article 7 may be filed within ten (10) days of the above meeting. Should such a grievance proceed to arbitration, the parties will submit to the arbitrator their proposal for a wage and classification and their reasons for it. The arbitrator will select either the proposal made by the Company or the proposal made by the Union. Having decided on the wage and classification, it will take effect retroactively to the current employee or employees who have performed the work prior to the date of the arbitration award.

New Jobs will be posted in accordance with Article 13. Experience gained by an employee assigned to the new job

for the first thirty day period will not count when determining an employee's qualifications under 13.03.

## **ARTICLE 17 – SHIFT DIFFERENTIALS**

**17.01** All employees shall be paid premiums for shift work as follows:

(a) Employees scheduled to work the 3:00 p.m. to 11:00 p.m. shift shall receive thirty cents(35¢) per hour while working on that shift.

(b) Employees scheduled to work the 11:00 p.m. to 7:00 a.m shift shall receive forty cents(45¢) per hour while working on that shift.

(c) Employees working on irregular shift other than those stated in (a) and (b) above, shall be paid a commensurate shift premium.

## **ARTICLE 18 – REPORTING AND CALL-IN ALLOWANCE**

**18.01** If an employee reports for work at the regularly scheduled time for his shift, he shall be entitled to a minimum of four (4) hours pay at his regular base rate, unless notified at his telephone number as listed in the Human Resources Office not to report to work at least two (2) hours prior to his/her scheduled starting time.

**18.02** This provision will not apply in the case of fire or explosion, power failure or other disasters beyond the Company's control.

**18.03** (a) Employees who are called in for emergency maintenance/repair work outside of their regularly assigned hours from 11:00 p.m. Sunday to 11:00 p.m. Saturday will receive no less than four (4) hours at time and one-half (1-1/2) their hourly rate. The provisions of this article do not apply if the employee begins to work one (1) hour or less before his/her regular shift.

(b) Employees who are called in for emergency maintenance/repair work outside of their regularly assigned hours from 11:00 p.m. Saturday to 11:00 p.m. Sunday will receive no less than four (4) hours at double time their hourly rate. The provisions of this article do not apply if the employee begins to work one (1) hour or less before his/her regular shift.

**18.04** If an employee finds he will not be able to report for work, he shall, as soon as possible, make every reasonable effort to notify his Supervisor or security guard prior to his scheduled starting time, or in the case of an emergency, as soon as possible thereafter.

## **ARTICLE 19 – OVERTIME AND SUNDAY PREMIUM**

**19.01** (a) As far as practicable, necessary overtime will be equally distributed among those normally performing the work to be done, and employees are to be given as much notice as possible when overtime work is required.

(b) An employee who is required to work overtime before or after his scheduled hours of work in excess of two (2) hours, shall be provided with a meal allowance credit of \$8.00, provided the employee was not notified the day before that he would be required to work overtime. This meal allowance will be used to purchase food or beverages in the cafeteria. This will be done through an individual credit balance. If an employee is scheduled to work overtime when the cafeteria is closed, the meal voucher may be cashed at security.

**19.02** (a) Time and one-half (1-1/2) shall be paid for all authorized work performed in excess of the employee's normally scheduled working hours.

(b) Double time base hourly rate will be paid for hours worked in excess of ten (10) consecutive hours.

**19.03** (a) Sunday work for continuous shifts shall be paid at a premium rate of time and one-half (1-1/2) the regular hourly rate for the first eight (8) hours worked and double time for each hour thereafter.

(b) All hours worked on Sundays by employees not normally scheduled to work on Sunday shall be paid at the premium rate of double time the employee's regular hourly rate. (11:00 p.m. Saturday to 11:00 p.m. Sunday).

**19.04** Overtime and paid holiday work will be on a voluntary basis. Regardless of **this**, a shift worker will protect his/her job for one (1) hour into a new shift at overtime rates.

**19.05** Overtime rates and Sunday premium rates shall be calculated on the basis of the employee's hourly rate, exclusive of shift premium or incentive earnings.

**19.06** Overtime lists will be displayed in each department and will be updated on a weekly basis.

## **ARTICLE 20 - PAID HOLIDAYS**

**20.01** (a) Subject to the other provisions of this article, each employee who has completed his probationary period will be paid for the following twelve (12) holidays a sum equivalent to his normal regular hourly base rate multiplied by his normally scheduled number of hours per day, in addition to pay for any time worked on the holiday.

New Year's Day	Civic Holiday
January 2nd	Labour Day
Good Friday	Christmas Eve Day
*Easter Saturday	Christmas Day
*Easter	Boxing Day
Canada Day	New Year's Eve Day

\* Non-continuous shift employees and day employees on a five day schedule shall have Victoria Day and Thanksgiving as paid holidays in lieu of Easter Saturday and Easter.

For non-continuous workers, a holiday that falls on a Saturday will be observed on the immediately previous regular working day and a holiday that falls on a Sunday will be observed on the next regular working day.

(b) **An** employee required to work on any of the above-named holidays shall be paid at the rate of double(2) times his regular straight-time hourly rate in addition to his holiday pay.

**20.02** (a) The above-mentioned holidays shall be observed for a period of twenty-four (24) hours from 7:00 a.m. on the day proclaimed as a holiday.

(b) **In** areas where production requirements permit, the above-mentioned holidays shall be observed for a period of twenty-four(24) hours from 11:00p.m. on the day prior to the proclaimed holiday.

(c) The hours that the holiday will be observed will be posted at least five (5) days in advance in each department.

**20.03** To be entitled to payment, an employee **must** have worked his last regular scheduled shift prior to the holiday and also his first regular scheduled shift following ~~the~~ holiday.

**20.04** Employees on sick leave or lay-off for twenty(20) calendar days or less or on authorized leave of absence for seven(7) calendar days or less immediately preceding or including a paid holiday will be paid for such holiday.

**20.05** (a) Holiday pay will be paid to any employee where the holiday occurs during his vacation period, providing he worked his last regular scheduled shift prior to **and** also his first regular scheduled shift following the vacation period.

(b) Upon written request at least one week prior **to** his departure on vacation, an employee may defer any of the paid holidays (listed in 20.01(a)) that fall within his vacation

period. Such holiday(s) will be taken at a mutually agreeable date but not later than six months from the date of the original deferred holiday. An employee will be paid at twice (2) his base hourly rate if required to work on this deferred holiday unless notified five (5) days in advance of a change in the scheduling of this day.

**20.06** Paid holiday production schedule will be posted on Company bulletin boards. Employees required to work on the holiday will be notified by the Supervisor at least forty-eight (48) hours before the holiday.

**20.07** Employees who regularly work on paid holidays to maintain the plant or machine shall be permitted to accumulate days with pay in lieu of paid holidays and these accumulated days may be taken singly or together at a time mutually convenient to the employees and the Company but not later than 12 months from the date of the original deferred holiday. Employees working under these conditions will be paid at overtime premium rates on paid holidays.

## **ARTICLE 21 – VACATIONS WITH PAY**

**21.01** For the purpose of this article, the vacation year is the period between March 1st and the last day of the following February. Vacation benefits will be determined on the basis of the employee's plant seniority on March 1st of each year, according to the following schedule:

<b>PLANT SENIORITY</b>		<b>VACATION BENEFIT</b>	<b>PERCENTAGE OF VACATION PAY</b>
One Year	(1)	2 Weeks	4-1/2%
Five Years	(5)	3 Weeks	7%
Twelve Years	(12)	4 Weeks	9-1/2%
Twenty-two Years	(22)	5 Weeks	12%
Thirty Years	(30)	6 Weeks	14-1/2%

**21.02** Vacation pay will be based on the applicable percentage of the employee's annual earnings, including weekly

Workers Compensation and Weekly Indemnity payments, accumulated during the twelve(12) month period ending December 31st, prior to the vacation year.

**21.03** All vacations due in the vacation year must be taken during the same vacation year.

**21.04** *All* vacations shall be given in rest, not in money. **Ex-**ceptions to this rule must be approved by both the Company and the Union.

**21.05** On the first anniversary of an employee's Plant Seniority date, he will be eligible for two weeks of vacation with the applicable percentage of vacation pay. On the fifth, twelfth, twenty-second and thirtieth anniversary of an employee's Plant Seniority date, he will be eligible for an additional week of vacation with the applicable percentage of vacation pay.

**21.06** The payment of vacation pay will be made by separate cheque and vacation pay is to be paid in advance of the vacation period.

**21.07** The number of people who may be absent on vacation at any one time, in any one classification or shift, will be determined depending on the production requirements. Based on this, starting with employees with the most plant seniority within the department, all employees will be given a reasonable opportunity to indicate his choice of vacation date(s) as per Appendix "B." In the event that any employee who is entitled to more than two (2) weeks of vacation wishes to take all of his vacation in consecutive weeks, then every attempt will be made to facilitate this, consistent with the reason for the request, production requirements, and the rights of other employees. The posted annual vacation list will not be changed, unless by agreement with those employees affected, except in the case of an emergency.

**21.08** All deductions (except union dues as provided by the constitution and by-laws of the National Automobile, Aero-



space, Transportation and General Workers Union of Canada) normally made from an employee's regular pay shall be deducted from the employee's vacation pay.

**21.09** During a plant shutdown for vacation purposes during the summer school vacation period, management retains the right to decide which employees will be required to work.

**21.10** (a) An employee who complies with Article 10.08 upon leaving the Company's service shall receive the unused portion of his earned vacation as calculated in 21.01.

(b) An employee who does not comply with Article 10.08 upon leaving the Company's service (except in case of discharge) shall receive the applicable vacation pay as stipulated in the Employment Standards Act.

## **ARTICLE 22 – HEALTH AND WELFARE**

**22.01** (a) The Company shall pay 100% of the premium cost and provide for each current employee and their dependents when eligible, the following Health and Welfare Program. For employees who acquire seniority after the date of ratification, the premium cost shall be shared as follows, seventy five percent (75%) by the Company and twenty five percent (25%) by the employees.

1. Ontario Health Insurance Plan, O.H.I.P., including semi-private hospital coverage, effective the 1st of the month following three (3) months service.
2. The existing Supplementary Health Care Plan, effective the 1st of the month following two (2) months service will provide for prescription glasses or contact lenses for employees and their dependants to a maximum of \$200.00, every two (2) years. For bifocals the maximum amount will be \$250.00. The Company shall also provide the maximum coverage of \$200.00 every 12 months for children under the age of 18. The cost of eye

examination to be paid to a maximum of \$65.00 for each employee and his/her dependants every 24 months.

3. Group Life Insurance coverage according to Schedule of insurance as included in the group insurance policy, i.e. double estimated annual earnings. Retirees under the Company pension plan will be covered for \$3,000.00.
4. (a) **A** weekly indemnity benefit amounting to  $66\frac{2}{3}\%$  of basic earnings up to a maximum of \$413 per week, with the benefit level to be increased as the Employment Insurance benefit level increases, for absence due to a non-occupational injury commencing on **the** 1st day, hospitalization 1st day, and the 4th day of illness, for a maximum period of twenty-six (26) weeks, effective following two (2) months service. The weekly indemnity plan will be registered with the Canada Employment and Immigration Commission.
- (b) If an employee's physician charges a fee for filling out an attending physician's statement required to claim weekly indemnity, the Company will reimburse up to \$40.00 per form with a yearly maximum of \$120.00 per employee, upon presentation of a Doctor's receipt.
5. **A** dental plan based on the most recent fee schedule, after paying the deductible (\$25.00 single/\$50.00 family). Maximum coverage is \$1,100.00 per person (single) and \$1,100.00 for each covered dependent (family) per year. (Routine and major restorative plan, Class I and 50% of Class II and III).
6. In the event that during the lifetime of this collective agreement, the health care provisions now provided by the Company shall be replaced, incorporated into or **tak-**en over by a governmental medical care plan, then after

the facts become known to the Company, any reduction in total cost to the Company due to such new plan, would be distributed to the employees in either wages or additional benefits after agreement with the Union.

(b) Both parties to this agreement desire to provide all employees covered by this plan with an adequate level of protection. However, both parties agree that the cost of these services can only be maintained at a reasonable level through an effective claims control program and that this program of necessity will require the complete co-operation of both the employees and the Union to ensure against excessive claims, and duplication of coverage, etc.

(c) It is agreed and understood by the parties that the Health and Welfare Benefits shall not be changed or modified during the life of this agreement, except by mutual agreement between the Union and Company.

**22.02** Employees injured at the plant and sent home by a company official (including the Company nurse or doctor) shall be paid for the balance of the shift during which the accident occurred **at** their base rate.

**22.03** Employees injured at the plant and removed from their regular job shall be paid for the balance of the shift during which the accident occurred, at their base rate.

**22.04** Supplementary Health Care Coverage will be continued to the end of the month following the month of layoff for laid off employees.

## **ARTICLE 23 - TECHNOLOGICAL CHANGES AND SEPARATION ALLOWANCE**

**23.01** When the Company plans the introduction of technological changes which will result in employees on the seniority list becoming redundant, the Company will advise the Union of the planned changes as soon as possible.

**23.02** The Company's policy shall be to relocate and re-train, where practicable within the department and the Company, any employee on the seniority list whose job may be eliminated by said changes. The Company and the Union shall co-operate in resolving any resulting problems.

**23.03** An employee who is laid off indefinitely because he cannot be relocated and retrained following a technological change, or the closing of the plant or department will be eligible to make application for separation pay within twelve (12) months after being laid off. An employee who applies for and accepts separation payment shall forfeit seniority and all other rights under this agreement. The amount of separation pay will be according to the following formula:

5 years but less than 7 years plant seniority  
– 3 months pay

7 years but less than 10 years plant seniority  
– 4 months pay

10 years but less than 15 years plant seniority  
– 6 months pay

15 years or more plant seniority  
– 12 months pay

(A month's pay for this purpose shall be defined as equal to 180 times the employee's base rate at time of lay-off).

**23.04** The Company will provide notice of termination in accordance with the Employment Standards Act. The Union will be advised five (5) working days prior to the notice required under the Employment Standards Act.

## **ARTICLE 24 – LEAVE OF ABSENCE**

**24.01** (a) The Company may grant "Leave of Absence" without pay to any employee for a legitimate personal reason, and such leave will not be unreasonably withheld. To be valid, every application must be submitted in writing and ap-

proved by the Company in writing. An employee on a valid "Leave of Absence" shall not be considered to have been laid off and his/her seniority shall continue to accumulate during his/her absence. The Company will not unreasonably deny a written request for an extension to a leave of absence.

(b) The Company will grant pregnancy and/or parental "Leaves of Absence" to employees in accordance with the Employment Standards Act of Ontario. An employee on pregnancy and/or parental leave shall continue to accumulate seniority, maintain health and welfare benefits and continue to accrue pension credit.

**24.02** Provided that their absence does not result in any hindrance of operations, a maximum of three (3) employees per department up to a total of twelve (12) employees will be granted "Leave of Absence" for official union business. Written requests should be submitted at least seven (7) days in advance of the date of commencement of such a leave if at all possible.

**24.03** Upon expiration of the employee's leave of absence, he/she will be returned in his/her former position or another position, subject to his/her rights under the collective agreement.

**24.04** For full-time work for the Union, one employee will be granted a "Leave of Absence" with fringe benefits (excluding weekly indemnity) and another employee a leave of absence with 50 per cent of the cost of fringe benefits paid by the Company (excluding weekly indemnity). The duration of the leave will be for up to one (1) year and this will be extended from year to year upon written application by the employee.

**24.05** Employees on leave of absence under clause 24.04 will continue to accumulate seniority and will be re-employed under the provisions of clause 24.03.

**24.06** (a) Provided that their absence does not result in

any hinderance of operations, the company will allow a maximum of eighteen(18) employees to be granted leave of absence to attend union education meetings for one (1) day every two (2) months.

(b) Written requests must be submitted at least fourteen (14) days in advance of the date of the meeting.

## **ARTICLE 25 – BEREAVEMENT PAY**

**25.01** (a) An employee shall be compensated at his base rate for a period of not more than three(3) consecutive regularly scheduled work days at eight(8) hours pay per **day**, for absence due to death in the immediate family, vis: mother, father, husband, wife, child, stepchild, mother-in-law or father-in-law, common-law spouse and same sex partner.

(b) An employee will be compensated at his base rate for a period of not more than three(3) consecutive regularly scheduled work days at eight(8) hours pay per day for attending a funeral and other related duties due to a death of a sister, brother, step parent or grandchild.

(c) An employee will be compensated at his base rate for a period of one (1) day at eight hours pay for attending a funeral and other related duties due to a death of a grandparent.

## **ARTICLE 26 – JURY DUTY**

**26.01** Employees called for jury duty or ordered to serve as a witness when subpoenaed by the Crown, will be paid the difference between their hourly base rate of wages for their normally scheduled hours and the mount paid by the Court.

## **ARTICLE 27 – WORK CLOTHING**

**27.01** Forming Department Operators or others whose job requires gloves shall be supplied suitable gloves by the Company as needed.

**27.02** Work pants and work shirts may be purchased for personal use from the Company Stores Department at Company cost (subject to availability).

**27.03** Effective October 1, 2002, the safety shoe allowance will be administered as follows:

Employees will be allowed to purchase safety shoes from the approved supplier. Any change in supplier will be mutually agreed between the Company and the Union. The Company will pay up to \$85.00 per pair for all present employees. Employees will pay the supplier directly if the cost for their safety shoes exceeds the \$85.00 per pair allowance.

Employees may purchase replacement shoes from the approved supplier to a maximum of \$85.00 per pair as per the following schedule:

Batch & Furnace	Batch Unloader	8 months
	Upkeep Attendant and Payloader Operator	6 months
	Other Employees	12 months
Forming	All Employees	4 months
Packing	All Employees	12 months
Warehouse/Shipping	All Employees	10 months
Quality Control	All Employees	12 months
Mould Repair	Mould Cleaner	6 months
	Other Employees	12 months
Machine Repair	All Employees	6 months
Stores	All Employees	12 months
Maintenance	Welders & Pipefitters	6 months
	Other Employees	8 months
Carton Receiving	All Employees	12 months

New employees must also wear safety shoes as a condition of employment and the cost of this will be the responsibility of the new employee. If an employee requires prescription safety shoes, the Company will pay half of the cost or the cost of a regular pair of safety shoes, whichever is greater.

**27.04** The Company shall supply uniforms for first **aid** attendants who are appointed for continuous duty and for relief duty.

**27.05** Forming and Machine Repair employees, in January of each year get back 25% of their total annual uniform cost from the previous year. All other employees in the laundry program will get 10%.

## **ARTICLE 28 – TOOL ALLOWANCE/ LICENSING FEE**

**28.01** The company shall pay on January 1st each year, a tool allowance at the rate of two hundred and twenty dollars (\$220.00) per annum to each employee who requires and owns for satisfactory performance of **his** trade on the job, personal tools costing two hundred and **fifty** (\$250.00) or more.

**28.02** The Employer shall reimburse **an** employee in the Skilled Trades for his/her license renewal fees, providing such fees are a requirement for the continuation of the performance of the duties of his position and providing the employee provides the Company with an official receipt.

## **ARTICLE 29 – BULLETIN BOARDS**

**29.01** The Company agrees to furnish four(4) locked notice boards in suitable locations easily accessible to the employees, for the purpose of posting notices of interest to the Union. A key for these boards is to be in the possession of the Recording Secretary **of** the Local.

**29.02** All material posted will be subject to approval by the Management before being posted.

## **ARTICLE 30 - SEPARABILITY**

**30.01** If any provisions of this Collective Agreement shall be held invalid and in conflict with the Federal or Provincial



law, the remainder of the Collective Agreement shall not be affected thereby.

## **ARTICLE 31 – NO STRIKE OR LOCKOUT**

**31.01** There shall be no strikes or lockouts as long as this Agreement continues to operate.

## **ARTICLE 32 – SEXUAL HARASSMENT, DISCRIMINATION & INCAPACITATED EMPLOYEES**

**32.01** The Union and the Company recognizes that sexual harassment is an unlawful employment practice in violation of the Ontario Human Rights Code which defines it as:

“A course of vexatious comment or conduct or a sexual advance or solicitation that is known or ought reasonably to be known to be unwelcome perpetrated by a person’s employer, someone acting for the employer or a co-worker.”

Complaints of alleged harassment by a member of the bargaining unit will be handled with all possible confidentiality by a joint committee consisting of the Local President and Committee person and the Manager, Human Resources and the Plant Manager or designate.

**32.02** The Company and the Union agree that there shall be no discrimination with respect to any employee by reason of race, ancestry, place of origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, handicap or by reason of Union membership or activity.

**32.03** In the event an employee becomes handicapped and is unable to continue his job, exception will be made in favour of such employee on the following basis. If a job vacancy occurs, which an incapacitated employee can perform, they will be placed on such job without the necessity of a job posting. A Doctor’s certification of disability must be sub-

mitted. An employee placed on a job because of a disability will have that disability reviewed at least annually. The Company will review all the circumstances with the Union Committee before exercising this provision. All exceptions to the seniority provisions of the Collective Agreement must be mutually agreed to by the parties.

### **ARTICLE 33 – DURATION OF AGREEMENT**

**33.01** This agreement shall be effective from June 20, 2005 and shall remain in force up to June 19, 2008 and shall continue automatically thereafter for periods of one (1) year unless written notice of a desire to amend the agreement is given by either party to the other in accordance with Article 33.02 following.

**33.02** (a) If amendments are desired by either party, notice and a list of proposed amendments shall be given to the other party not more than ninety (90) days and not less than sixty (60) days prior to the expiration date. Such notice and amendments if sent by the Company shall be mailed to the National Union with a copy to the President of the Local, and if sent by the Union, shall be mailed to the Plant Manager of the Company.

(b) After the giving of any notice and amendments, a conference of the union and the company shall be held at least forty-five (45) days prior to the expiration date of the Agreement.

**33.03** If, pursuant to such conference, an agreement on the renewal or amendment of this agreement is not reached prior to the current expiration date, this agreement shall expire upon execution of a new agreement or exhaustion of conciliation proceedings, whichever shall occur first.

**33.04** In witness hereof, each of the parties hereto have caused this agreement to be signed by its duly authorized representatives this \_\_\_ day of \_\_\_\_\_ 2005:

## **For The Company:**

---

Jerry Compton  
Plant Manager, Toronto Plant

---

Yvon Lapierre  
Labour Relations Manager, OI Canada Corp

---

Tony Varriano  
Operations Manager

---

John Baty  
Human Resources Manager

---

Kubra Rustam  
Human Resources Representative

**National Automobile, Aerospace, Transportation  
And General Workers Union Of Canada  
(C.A.W. – Canada)**

---

M. Khalid  
National Representative, C.A.W.

**For Local 29:**

---

L. O’Keeffe  
Resident,  
Local 29, C.A.W.

---

T. Maio  
Bargaining Committee  
Member

---

Anthony Decesare  
Bargaining Committee  
Member

---

Mike Gonsalves  
Bargaining Committee  
Member

---

Colleen O’Keeffe  
Bargaining Committee  
Member

**APPENDIX "A"**  
**JOB CLASSIFICATION RATES**

<b>Classification:</b>	<b>20-Jun 2005</b>	<b>20-Jun 2006</b>	<b>20-Jun 2007</b>
<b>BATCH &amp; FURNACE</b>			
<b>Floater</b>			
start	\$18.89	\$18.89	\$18.89
Classification	\$20.52	\$21.04	\$21.56
After 3 Months	\$20.60	\$21.12	\$21.65
After 6 Months	\$20.80	\$21.32	\$21.85
<b>Tank Teaser</b>			
<b>Start</b>	\$18.49	\$18.49	\$18.49
Classification	\$20.10	\$20.61	\$21.12
After 3 Months	\$20.19	\$20.69	\$21.21
After 9 Months	\$20.38	\$20.89	\$21.41
<b>Batchperson/ Unloader</b>			
<b>Start</b>	\$18.32	\$18.32	\$18.32
Classification	\$19.93	\$20.43	\$20.94
After 3 Months	\$20.03	\$20.53	\$21.05
After 9 Months	\$20.22	\$20.72	\$21.24
<b>Upkeep Attendant</b>			
<b>Start</b>	\$19.19	\$19.19	\$19.19
Classification	\$20.82	\$21.34	\$21.87
After 3 Months	\$21.00	\$21.53	\$22.07
After 9 Months	\$21.23	\$21.76	\$22.30
<b>Payloader Operator</b>			
<b>Start</b>	\$18.66	\$18.66	\$18.66
Classification	\$20.28	\$20.78	\$21.30
<b>Lift Truck Operator Culletperson</b>			
start	\$18.55	\$18.55	\$18.55
Classification	\$20.17	\$20.67	\$21.19

**APPENDIX "A" – Continued**

<b>Classification:</b>	<b>20-Jun 2005</b>	<b>20-Jun 2006</b>	<b>20-Jun 2007</b>
<b>FORMING DEPARTMENT</b>			
<b>Forming Operator</b>			
Start	\$21.23	\$21.23	\$21.23
Classification	\$22.93	\$23.50	\$24.09
After 6 Months or 1000 Hours	\$23.01	\$23.59	\$24.18
After 1 Year or 2000 Hours	\$23.12	\$23.70	\$24.29
<b>Classification:</b>	<b>20-Jun 2005</b>	<b>20-Jun 2006</b>	<b>20-Jun 2007</b>
<b>Workout Person</b>			
start	\$20.98	\$20.98	\$20.98
Classification	\$22.64	\$23.21	\$23.79
After 1 Year or 2000 Hours	\$22.82	\$23.39	\$23.97
After 2 YEARS	\$23.15	\$23.73	\$24.33
<b>Forming Specialist</b>			
Classification	\$23.74	\$24.33	\$24.94
<b>Apprentice Operator</b>			
Start	\$19.52	\$19.52	\$19.52
Classification	\$21.18	\$21.70	\$22.25
After 3 Months	\$21.34	\$21.87	\$22.42
<b>PACKING</b>			
<b>Day Inspector</b>			
Classification	\$24.97	\$25.59	\$26.23
<b>Ware Inspector</b>			
Classification	\$21.86	\$22.41	\$22.97
After 6 Months	\$21.94	\$22.49	\$23.05
After 1 Year	\$22.03	\$22.58	\$23.15

**APPENDIX "A" - Continued**

<b>Classification:</b>	<b>20-Jun 2005</b>	<b>20-Jun 2006</b>	<b>20-Jun 2007</b>
<b>Lift Truck Operator Checker</b>			
Start	\$18.55	\$18.55	\$18.55
Classification	\$20.17	\$20.67	\$21.19
<b>Warehandler</b>			
Start	\$17.90	\$17.90	\$17.90
Classification	\$19.51	\$20.00	\$20.50
<b>Carton Assembler - Checker</b>			
Start	\$18.14	\$18.14	\$18.14
Classification	\$19.74	\$20.23	\$20.74
<b>Auto-Pallitizer Operator</b>			
Start	\$18.03	\$18.03	\$18.03
Classification	\$19.66	\$20.15	\$20.65
<b>Select &amp; Packers</b>			
Start	\$17.61	\$17.61	\$17.61
Classification	\$19.22	\$19.70	\$20.19
After 3 Months	\$19.36	\$19.84	\$20.34
After 12 Months	\$19.51	\$20.00	\$20.50
<b>Classification:</b>	<b>20-Jun 2005</b>	<b>20-Jun 2006</b>	<b>20-Jun 2007</b>
<b>First Aid Premium</b>	\$0.25	\$0.25	\$0.25
<b>A.Q.L When Required</b>	\$1.00	\$1.00	\$1.00
<b>CARTON RECEIVING</b>			
<b>Lift Truck Operator Checker</b>			
start	\$18.55	\$18.55	\$18.55
Classification	\$20.17	\$20.67	\$21.19
<b>WARESHED &amp; SHIPPING</b>			
<b>Lift Truck Operator Checker</b>			
start	\$18.55	\$18.55	\$18.55
Classification	\$20.17	\$20.67	\$21.19

**APPENDIX "A" – Continued**

<b>Classification:</b>	<b>20-Jun 2005</b>	<b>20-Jun 2006</b>	<b>20-Jun 2007</b>
<b>MOULD REPAIR</b>			
<b>Mould Cleaner</b>			
start	\$18.31	\$18.31	\$18.31
Classification	\$19.92	\$20.42	\$20.93
After 3 Months	\$20.02	\$20.52	\$21.04
After 6 Months	\$20.19	\$20.69	\$21.21
<b>Rack Storage Attendant</b>			
<b>Start</b>	\$18.31	\$18.31	\$18.31
Classification	\$19.92	\$20.42	\$20.93
After 3 Months	\$20.02	\$20.52	\$21.04
After 6 Months	\$20.19	\$20.69	\$21.21
<b>MAINTENANCE</b>			
<b>Maintenance Helper</b>			
<b>Start</b>	\$18.03	\$18.03	\$18.03
classification	\$19.66	\$20.15	\$20.65
After 6 Months	\$19.91	\$20.41	\$20.92
<b>General Labourer – All Departments</b>			
<b>Start</b>	\$17.83	\$17.83	\$17.83
Classification	\$19.46	\$19.95	\$20.45
<b>Lead Hand Premium</b>	\$1.00	\$1.00	\$1.00
<b>STORES</b>			
<b>Stores Inventory Control Person</b>			
start	\$19.07	\$19.07	\$19.07
Classification	\$20.70	\$21.22	\$21.75
<b>Sr. Stores Inventory Control Person</b>			
Classification	\$22.21	\$22.76	\$23.33



**APPENDIX «B»**  
**VACATION SCHEDULING PROCEDURE**

1. A notice will be posted January 3 advising all eligible employees that they may exercise their seniority rights in the choice of vacation dates as stated in Clause 21.07.
2.
  - (a) Fifteen days following the posting of the notice in (1) above, the Supervisor will approach each individual in order of seniority. The employee will choose his first and second week of earned vacation from the available dates. An employee who fails to choose his/her dates at this time will forfeit his rights and will be scheduled in available dates.
  - (b) This vacation list will be finalized and posted on February 15th along with a notice of remaining weeks of earned vacation.
3.
  - (a) Five days following the posting of the notice in 2(b) above, the Supervisor will approach each eligible individual in order of seniority. Employees will choose their remaining weeks of earned vacation from the available dates. Employees who fail to choose their dates at this time will forfeit their rights and will be scheduled in available dates.
  - (b) This vacation list will be finalized and posted by March 5th.
  - (c) The Company will advise the employees by February 1st of the planned dates of any scheduled shutdown.
4. Replies to "Leave of Absence" requests in conjunction with vacation will be forthcoming by March 15th.
5. Employees who are absent due to illness or who are on layoff will be contacted by their Supervisor according to the above schedule.
6. Prime time will be a 16-week period beginning from the last Sunday in May.

**APPENDIX “C”**  
**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 (1986 = 100) and hereinafter called the C.P.I.

(b) The base index means the C.P.I. for the month of June 2005 + 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 September 2005 based on the total point advance in the September 2005 C.P.I. over the base index. Thereafter, the allowance will be adjusted upwards or downwards as required at three month intervals based on the index as of December 2005, March 2006 and June 2006.

(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 be folded into the base rates following the June 20, 2006 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.

**APPENDIX "C" - Continued**  
**COST OF LIVING ALLOWANCE**  
**(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 (1986 = 100) and hereinafter called the C.P.I.

(b) The base index means the C.P.I. for the month of June 2006 + 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 September 2006 based on the total point advance in the September 2006 C.P.I. over the base index. Thereafter, the allowance will be adjusted upwards or downwards as required at three month intervals based on the index as of December 2006, March 2007 and June 2007.

(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 be folded into the base rates following the June 20, 2007 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.

**APPENDIX "C" – Continued**  
**COST OF LIVING ALLOWANCE**  
**(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 (1986 = 100) and hereinafter called the C.P.I.

(b) The base index means the C.P.I. for the month of June 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 September 2007 based on the total point advance in the September 2004 C.P.I. over the base index. Thereafter, the allowance will be adjusted upwards or downwards as required at three month intervals based on the index as of December 2007, March 2008 and June 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) No adjustment retroactive or otherwise shall be made due to any revision which may later be made in the published index.

(f) The continuance of the cost of living allowance shall be contingent upon the availability of the official monthly C.P.I. In its present form and calculated on the same basis as the index in effect at the date of signing this agreement unless otherwise agreed by the parties.

## **APPENDIX "D"** **PAID EDUCATION LEAVE**

The Company agrees to pay into a special fund three (3c) cents per hour per employee for all compensated **hours** for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading *the* employee's skills in all aspects of Trade Union functions. Such monies to be paid on quarterly basis into a trust fund established by the National Union, C.A.W. and sent by the Company to the following address:

C.A.W Paid Education Leave Program  
205 Placer Court  
North **York**, Ontario  
M2H 3H9

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days of class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve(12) month period from the first day of leave. Employees on said leave of absence will continue to accrue seniority and benefits during such leave.

Provided that their absence does not result in any hindrances of operations a maximum of two(2) employees per department up to a total of ten(10) employees at one time will be granted leave of absence for such education leave. Written requests to the Company shall be submitted at least two (2) weeks in advance of the date of commencement of such a leave.

**APPENDIX “E”**  
**PENSION AGREEMENT**

The parties to this agreement have provided for a pension signed by the parties. No matter respecting the pension plan shall be subject to the grievance procedure established in the collective agreement.

**APPENDIX "F"**  
**RULES FOR ADMINISTRATION**  
**CONCERNING EQUALIZATION OF**  
**OVERTIME WORK**  
**SKILLED & UNSKILLED EMPLOYEES**

The following procedures will be applied in all departments for logging overtime hours.

1. Hours shown on equalization records shall be credited as follows:
  - (a) One hour at time and one-half (1-1/2) = 1 hour credited
  - (b) One hour at double time (2) = 1.3 hours credited
2. Equalization records will be maintained on an up-to-date basis. (It is desirable to post the record of overtime worked or declined and the accumulative total no less frequently than weekly.)
  - (a) The equalization of overtime record forms will be openly displayed.
  - (b) The equalization of overtime records shall show the classification or classifications that constitute a group for equalization of overtime purposes. Employees in each **group** shall be listed in serial number order.

Daily and accumulated overtime hours shall be shown as provided in paragraph 2, above.

For the purpose of scheduling overtime only, the Company agrees to have separate overtime sheets for shift workers and day workers.
  - (c) A copy of this record will be provided to the committee person weekly.
3. Employees will be credited for overtime hours worked and hours of work refused as follows:

- (a) Employees who perform overtime work in their equalization groups will be credited for such hours in accordance with paragraph 2.
- (b) **An** employee on sick leave of absence, or other approved leave of absence, or absent for any other excused reason or transferred to work out **of** the bargaining unit for a period of thirty (30) calendar days or more, shall not be credited for any overtime during this period, but will re-enter the group with the average number of hours of such group.
- (c) An employee on sick leave of absence, **or** other approved leave of absence, or absent for any other excused reason for a period of less than **thirty** (30) calendar days shall have his hours credited **in** accordance with paragraph 2.

An employee transferred to work out of the bargaining unit for a period of less than thirty (30) calendar days shall have his hours credited equal to hours which he worked in the plant while transferred out of the bargaining unit.

- (d) Employees refusing overtime work will be credited as though they had worked, except as provided in paragraph 3 (e).
  - (e) An employee absent from work by reason **of** absence due to compensable occupational injury or disease for a period of less than thirty (30) calendar days shall not be credited for any overtime during this period. In the event such an employee is absent for a period of thirty (30) calendar days or more, he shall re-enter the group with the average number of hours of such group.
4. Employees with seniority transferred into another equalization group shall immediately be credited with



the average hours of the equalization group to which they are transferred.

- (a) A new employee will be credited with the highest hours of any equalization group which he enters.
  - (b) In the event that an employee is transferred to another equalization group and subsequently is returned to the group from which he was transferred within a period of fourteen (14) calendar days, he shall return to his former group and will be credited with the same hours which he had when he left the group; however, he shall also be credited with the average number overtime hours which the entire group worked while he was transferred from the group or those overtime hours with which he was credited while out of the group, whichever are higher.
5. As of January 1st of each year, the overtime equalization records will be changed and the employee in a group with the lowest hours credited to him will start off at zero. The employee with the highest number of hours credited to him **will** start with the number of hours he has over the lowest member of his group.

(Example: "a" has 600 hours as of January 1st  
"b" has 630 hours as of January 1st

On January 1st, "a" will start off with zero hours and "b" will start off with 30 hours overtime).

**SKILLED TRADES APPENDIX "G"**  
**TO**  
**OI CANADA CORP**  
**AND**  
**CAW-CANADA**  
**COLLECTIVE AGREEMENT**

**ARTICLE 1**  
**SKILLED TRADES MASTER**

- (a) Skilled Trades for the purpose of this Appendix will be as listed in Exhibit "A".
- (b) The term "Production" as used in this Appendix refers to all occupations not included in the Skilled Trades portion of Exhibit "A".
- (c) All provisions of the Collective Agreement **and** all related benefits, when applicable, shall apply to the employees of the Skilled Trades, except as otherwise expressly provided for in this Appendix.
- (d) It **is** understood and agreed that each Skilled Trade as listed in Exhibit "A" has a **work** content and priority area as established by practice. Such practice will be continued during the life of this agreement. **If** the situation should necessitate a change in this practice, the parties will confer. It **is** understood that a temporary assignment of work to another Skilled Trade **will** not form a priority **work** content of the trade to which it has been assigned.

**ARTICLE 2**  
**DEFINITIONS**

- (a) **A "Journey person" in any of the designated Skilled Trades shall mean any person who:**
  - (1) Has completed a bona fide apprenticeship of 4 years or 8,000 and possesses proof of such apprenticeship service, OR

- (2) Holds a recognized Certificate of Qualification or UAW/CAW Journeyman card in the trade in which he claims recognition, **OR**
- (3) Has eight (8) years practical and general experience covering all phases laid down in the apprenticeship course applicable to the trade in which he claims Journeyman status and possesses ample proof of such experience.

### **ARTICLE 3 EMPLOYMENT**

- (a) Employment in a Skilled Trade shall be limited to Journeyman and Apprentices except when the provisions of Article 3(b) and (c) will apply.
- (b) Supplemental Helpers may be employed according to the provisions of Article 12 in the Skilled Trades Appendix.
- (c) Employees in a Production group may be employed to do labour work associated with Skilled Trades during the maintenance clean-up period normally scheduled in the summer months.

### **ARTICLE 4 ACQUISITION OF SENIORITY FOR LAY-OFF AND RECALL PURPOSES**

A newly hired probationary Journeyman shall acquire seniority rights in a Skilled Trade upon completion of his/her probationary period.

The probationary period must be completed in its entirety within one Skilled Trade. Once he/she has acquired seniority, his/her seniority date will be his/her date of entry into the trade.

**ARTICLE 5**  
**APPLICATION OF SENIORITY**

The application of seniority in the Skilled Trade shall be by non-interchangeable classification or trades, within each trade as shown in Exhibit "A". Seniority lists shall be by basic trade or classification.

**ARTICLE 6**  
**ACCUMULATION OF SENIORITY**

- (a) The accumulation of seniority within each trade as seen in Exhibit "A" will be from date of entry in such Skilled Trade. A journey person or apprentice shall continue to accumulate plant-wide seniority for plant vacation and benefits purposes only.
- (b) A Supplemental Helper shall not accumulate seniority within a Skilled Trade but shall accumulate plant-wide seniority.

**ARTICLE 7**  
**APPRENTICE PROGRAM**

- (a) **APPRENTICESHIP STANDARDS** – The following standards of apprenticeship covering the employment and training of apprentices in the trades included in these standards have been agreed to by the Company and National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and it's Local 29.
- (b) **PURPOSE** – The purpose of these standards is to make certain that extreme care is exercised in the selection of men/women and that the methods of training are uniform and sound, with the result that they will be equipped for profitable employment and to further the assurance to the Company of proficient employees at the conclusion of the training period.

(c) **DEFINITIONS**

- (1) The term “Company” shall mean OI Canada Corp.
- (2) The term “Union” shall mean the duly authorized representatives of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-CANADA) and its Local Union 29.
- (3) “Registration Agency” on labour standards shall mean the Apprenticeship Branch, Ministry of Skills Development. “Registration Agency” for the apprentice as a student, covering related instruction.
- (4) “Apprenticeship Agreement” shall mean a written agreement between the Company and the person employed as an apprentice and his/her parent or guardian if he/she is a minor, which agreement or indenture shall be reviewed with the Skilled Trades committee and registered with the Registration Agencies.
- (5) “Apprentice” shall mean a person who is engaged in learning and assisting in the trade to which he/she had been assigned under these standards and who is covered by a written agreement with the Company providing for his/her training in accordance with these standards of apprenticeship and who is registered with the Registration Agencies.
- (6) “Supervisor of Apprentices” shall mean the person employed as such or the person assigned the responsibility by the Company to perform the duties outlined in these standards of apprenticeship.
- (7) “Standards of Apprenticeship” shall mean **this** entire document, including these definitions.

- (8) “Committee” shall mean the Skilled Trades committee organized under these standards.
- (d) **APPLICATION** – Application for apprenticeship will be received by the Human Resources and Industrial Relations Department of the Company from applicants considering themselves under the program of training. These applications of prospective apprentices will be reviewed by the Skilled Trades committee; however, it is understood that the final selection and hiring of the apprentices is the sole responsibility of the Company.
- (e) **APPRENTICESHIP ELIGIBILITY REQUIREMENTS** – In order to be eligible for apprenticeship under these standards the applicant must meet the following minimum qualifications:
- (1) He/she must have a Junior Matriculation or its educational equivalent.
  - (2) Any employee other than an apprentice may file an application for an opening in the Apprentice Program. If such applicant meets all of the requirements for apprentice training applicable to prospective apprentices, the application will be considered with other applicants for the Apprentice Program.

Exceptions to these requirements may be made by the Company upon recommendation of the Committee for applicants who have unusual qualifications.

It is understood that all applicants must successfully pass the Company’s employment requirements.

- (f) **CREDIT FOR PREVIOUS EXPERIENCE** – At the discretion of the Committee, credit for prior experience in the applicable trade may be given after evaluation. Review will be made after completion of apprentices’ probationary period.

- (g) **TERM OF APPRENTICESHIP** - The term of apprenticeship shall be as established by these Standards of Apprenticeship in accordance with the schedule of work processes and related instruction recommended by the Committee.
- (h) **PROBATIONARY PERIOD** - The first one thousand (1000) hours of employment for every apprentice shall be a probationary period. During this probationary period the apprenticeship agreement with an apprentice may be cancelled by the Company after advising the committee. The registration agencies shall be advised of such cancellations.
- (i) **HOURS OF WORK** - Apprentices shall work the same hours and be subject to the same conditions regarding overtime rates as the journey person employed by the Company. In case an apprentice is required to work overtime he/she shall receive credit on the term of apprenticeship for only the actual hours of work. Apprentices may share overtime hours providing that they are capable of doing available work in that trade. Apprentices may work overtime hours providing that the proper ratio of apprentices to journey persons established by these standards is maintained.
- (j) **RATIO** - The ratio of apprentice to journey person shall not exceed one apprentice to each three (3) journey persons in the trade in which he/she is apprenticed. (e.g. one (1) toolmaker apprentice to three (3) toolmakers). If layoffs become necessary apprentices shall be laid off to maintain the same ratio. A proper ratio may be established for each trade as recommended by the committee.
- (k) **DISCIPLINE** - The Committee, at any time for cause, shall have the authority to recommend discipline and/or cancellation of the apprenticeship agreement of the apprentice. Examples of reasons are:

- (1) inability to learn
- (2) unreliability
- (3) unsatisfactory work
- (4) lack of interest in his/her work or education
- (5) improper conduct
- (6) failure to attend classroom instruction regularly.

- (1) **WAGES** – Apprentices in each of the trades covered by these standards shall be paid a progressively increasing schedule of wages as follows:

1st 1,000 hrs –  
not less than 70% of the journeyperson's wage rate

2nd 1,000 hrs –  
not less than 75% of the journeyperson's wage rate

3rd 1,000 hrs –  
not less than 75% of the journeyperson's wage rate

4th 1,000 hrs –  
not less than 80% of the journeyperson's wage rate

5th 1,000 hrs –  
not less than 85% of the journeyperson's wage rate

6th 1,000 hrs –  
not less than 90% of the journeyperson's wage rate

7th 1,000 hrs –  
not less than 95% of the journeyperson's wage rate

8th 1,000 hrs –  
not less than 95% of the journeyperson's wage rate

The apprentice shall also receive the annual improvement factor and all cost of living increases that are accorded all other plant employees, where such contract provisions exist.

Hours spent in the classroom instruction shall not be considered hours of work in computing overtime.

Apprentices who are given credit for previous experi-



ence shall be paid, upon receiving such credit, the wage rate for the period to which such credit advances them. This shall not be made retroactive.

When an apprentice has completed 8,000 hours of training and after recommendation for his journey person's certificate by the Committee, he/she is to receive not less than the minimum rate to skilled journey persons in the trade in which he/she has served his/her apprenticeship provided an opening exists and he is selected for employment as a journey person.

Apprentices shall not be paid for attendance at night school. If an applicant is required to attend a day school course in addition to his/her night school training, he/she shall receive the difference between the pay appropriate to his/her apprenticeship period and any compensation paid to him/her by any government agency.

- (m) **ACADEMIC TRAINING** – Apprentices are required as a condition of apprenticeship to receive and attend classroom instructions at a technical or similar school. The schedule of work processes and related instructions are attached to this apprenticeship plan. Modification may be made to the schedules by the Committee, subject to final approval by the Company. The Company shall notify the Registration Agencies of such changes. Credit for time spent in academic training is given in the calculation of hours of apprenticeship served and shall be applied against the period total. A refund of the tuition fee will be made to the apprentice provided he/she attends at least seventy-five percent (75%) of the classes during the season and receives a passing grade. The student apprentice is required to furnish each month proof of his/her attendance at the school.
- (n) **SKILLED TRADES COMMITTEE** – There is hereby established a Skilled Trades Committee as defined

in Article 7(c). This Committee shall be composed of four **(4)** members, (2) representing the Company and (2) Journey person employees representing the Union. Chairperson shall be a Skilled Trades supervisor. The Committee shall meet once a month unless otherwise agreed. It shall be the duty of the Committee:

- (1) To see that each prospective apprentice is interviewed and impressed with the responsibilities he/she is about to accept as well as the benefits he/she will receive.
- (2) To accept or reject applicants for apprenticeship subject to final approval by the Human Resources Department of the Company as provided in Article 7 (d).
- (3) To hear and decide on questions involving apprentices which relate to their apprenticeship.
- (4)** To determine whether the apprentices schedule wage increase shall be withheld in the event that he/she is delinquent in his/her progress.
- (5) To offer constructive suggestions for the improvement of training on the job.
- (6) To certify the names of graduate apprentices to the Registration Agency and recommend that a certificate of apprenticeship be awarded upon satisfactory completion of the requirements established herein. No certificates will be issued by the Registration Agency unless recommended by the Committee.
- (7) To review the Supervisor's written Monthly Report on each apprentice.
- (8) In general, to be responsible for the successful operation of the apprenticeship standards in the plant

and the successful completion of the apprenticeship by the apprentices under these standards.

- (o) **SUPERVISION OF APPRENTICES** – Apprentices shall be under the general direction of the Supervisor of Apprentices and under the immediate direction of the Supervisor of the department to which they are assigned, The Supervisor of Apprentices is authorized to move apprentices from one department to another, in accordance with the pre-determined schedule of work training. Where an apprentice is retained, unavoidably on a scheduled work process for a period longer than the maximum time scheduled for such work process, an explanation shall be sent to the Supervisor of Apprentices, who will place it before the Committee for their review at the next meeting.

The Supervisor of Apprentices or an individual charged with this responsibility, shall prepare adequate record forms to be filled in by the Supervisor under whom the apprentices receive direction, instruction and experience. Supervisors shall make a report at least every thirty (30) days to the Supervisor of Apprentices on the work and progress of the apprentices under their supervision. These reports will be made available to a designated Union representative for Skilled Trades. These reports will be submitted to the Committee for review.

- (p) **SENIORITY** – The apprentices will exercise their seniority in their own trade. For example, if there are four apprentices in the trade such as “Toolmaker” and a reduction in this number is required due to lack of work, the first hired or classified as an apprentice shall be the last laid off and the last laid off shall be the first to be reinstated.

Upon satisfactory completion of the apprenticeship program, the apprentice will be given job seniority

equal to 50% of time spent as an apprentice but not more than two (2) years.

Notwithstanding the provisions of the Collective Agreement, dated between the Company and the Union, of which these Apprentice Standards shall henceforward be a part, an employee with seniority who is selected for an apprenticeship shall be permitted, if affected by lay off or if the apprenticeship is rescinded for just cause, during the first one thousand (1,000) hours of apprenticeship, to return to his/her former job classification with the same job and department seniority date ~~that~~ he/she held immediately prior to becoming an apprentice.

After one thousand (1,000) hours as an apprentice, an apprentice shall have ~~as~~ his/her job and department seniority dates, the date he/she was accepted as an apprentice and shall not acquire or retain seniority rights to bump into any classification outside that of apprentice.

- (q) **APPRENTICESHIP AGREEMENT** - "Apprenticeship Agreement" shall mean a written agreement between the Company and the person employed as an apprentice and his/her parent or guardian (if he/she is a minor), which agreement shall be approved by the Supervisor of Apprentices and registered with the Registration Agencies.

The following shall receive copies of the apprenticeship agreement.

- (1) The Apprentice
- (2) The Company
- (3) The Registration Agencies
- (4) The Local Union
- (5) The National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-CANADA)
- (6) The Committee

- (r) **CERTIFICATE OF COMPLETION OF APPRENTICESHIP** - Upon completion of the apprenticeship under these Apprenticeship Standards, the Supervisor of Apprentices will recommend to the Apprenticeship Branch, Ministry of Skills Development that a certificate, signifying completion of the apprenticeship, be issued to the apprentice. No certificates will be issued by the Apprenticeship Branch, Ministry of Skills Development, unless recommended by the Committee.
- (s) **SCHEDULE OF WORK PROCESS** - The schedule of work processes and related training shall be established by the Committee for the identified trades. For each of these designated trades, a supervisor and a skilled trades person will be assigned to advise and assist in the development and implementation of each work process.

The Committee shall also establish work processes and related training for such other trades in which the Company may subsequently decide to employ apprentices. The Company will notify the Committee when it is prepared to consider additional apprenticeship trades. Modification may be made to any schedule of work processes by the Committee, subject to final approval by the Company.

## **ARTICLE 8 LAYOFF AND RECALL PROCEDURE**

- (a) A production employee cannot exercise his/her seniority to displace a Journeyperson, apprentice or Supplemental Helper within a Skilled Trade. Conversely, a Journeyperson, Apprentice or Supplemental Helper cannot exercise his/her seniority to displace an employee in the Production Group except as herein provided.
- (b) In the event a layoff from a Skilled Trade the following procedure shall apply:

First – Supplemental Helpers will be laid off from the affected Skilled Trade in the inverse order of seniority and will exercise their seniority in the Production Group in accordance with the layoff and recall section of the Collective Agreement.

Second – Probationary Apprentices will be laid off in the inverse order from their date of entry in the apprentice program.

Third – Probationary Journeypersons will be laid off from the affected Skilled Trade or classification.

Fourth – Apprentices will be laid ~~off~~ from the affected Skilled Trade or classifications in the inverse order from their date of entry in the apprentice program.

Fifth – Journeypersons will be laid off from the affected Skilled Trade or classification in the inverse order of their date of entry seniority within such Skilled Trade. A Journeyperson to be laid off from his/her trade may exercise his/her total seniority to displace the **most** junior supplemental employee, who is employed in another Skilled Trade, provided, however, that such Journeyperson has the necessary experience and ability.

- (c) Recalls of Journeypersons, Apprentices or Probationary Journeypersons within a Skilled Trade shall be made in the reverse order of layoff within such Skilled Trade affected.
- (d) A laid off seniority Journeyperson or Apprentice may, if he/she so elects, file an application with the Human Resources Department for employment in the Production group. Upon receipt of such application, the employee will be given preference over a new hire, or failing that, shall displace a probationary employee. Such employee will then have date of entry seniority in the production group with the understanding that to protect

hisher Skilled Trade seniority, he/she must return to his/her Skilled Trade when recalled. Failure to accept such recall means he/she shall forfeit his/her Skilled Trade seniority.

## **ARTICLE 9 OVERTIME DISTRIBUTION**

See Article 19 of the Collective Agreement.

## **ARTICLE 10 PERMANENT TRANSFERS**

- (a) Should an employee in one Skilled Trade, possessing Journeyman qualifications in another Skilled Trade, as listed in Exhibit "A", be granted a transfer from his/her present Skilled Trade into such other Skilled Trade job vacancy, he/she shall retain job seniority in his/her former Skilled Trade for thirty (30) calendar days, at which time he/she will forfeit his/her job seniority rights in the former Skilled Trade and establish seniority, as per Article 6 (a) in such other Skilled Trade.
- (b) A Journeyman in one Skilled Trade who is transferred to fill a vacancy in another Skilled Trade will retain his/her job seniority in his/her former Skilled Trade for thirty (30) calendar days at which time he/she will forfeit his/her job seniority rights in his/her former Skilled Trade and establish date of entry seniority in his/her new Skilled Trade.
- (c) A Journeyman in a Skilled Trade will have priority transfer rights to another Skilled Trade within that department over other applicants from another Skilled Trade or new hires providing he/she has the necessary qualifications, ability and proven trade related experience.

**ARTICLE 11**  
**DEDUCTION OF SKILLED TRADES COUNCIL**  
**MEMBERSHIP DUES**

The Company agrees to deduct Canadian Skilled Trades Council dues as may be adopted by the Canadian Skilled Council upon receipt of individual authorization cards signed by the employee at the time of hire.

First deduction to be made from the employees from the first pay received after completion of the probation period. Future deductions to be made in January of succeeding years, or upon completion **of** one (1) month's work in the calendar year.

**ARTICLE 12**  
**SUPPLEMENTARY HELP**

- (a) The term "Supplemental Helper" means any person who has been temporarily transferred or hired to assist a Journeyperson to supplement the work force of a Skilled Trade when Journeypersons are unavailable.
- (b) Supplemental Helpers will be obtained in the following manner and sequence:
  - (1) Laid Off Journeypersons, Apprentices or Probationary Journeypersons with relevant experience, and in line with their trade seniority.
  - (2) Production employees with relevant experience providing they prove acceptable to the Company for such work. When, in the opinion of the Company, experience and ability are relatively equal, seniority will prevail.
  - (3) New hires, providing other employees are not available.



## ARTICLE 13 SKILLED TRADES COMMITTEE

The skilled trades committee in Article 7(n) may also deal with matters relating to:

- (a) Determination of past experience/education for placement within the training and wage schedule for new employees who do not qualify as Journeypersons.
- (b) The Company agrees to provide the Skilled Trades Representative with a copy of any new employee's Certificate of Qualification, within 15 days from their date of hire.
- (c) Technical training necessary to upgrade skills of Journeypersons due to new technology.
- (d) Technical training necessary for Trainees as identified in the Skilled Trades categories. As outlined in Exhibit "A".
- (e) Lines of demarcation between trades. The President may request the Human Resources department to arrange a special meeting to hear the Skilled Trades Representative's views concerning problems in connection with the work assignment of employees in Skilled Trades classification to discuss the matter. Such special meetings will be attended by Skilled Trades Committee persons. The Skilled Trades Shop Steward for the area affected, a representative of the section of Management in charge of the skilled trades activity involved and a representative of Human Resources. The Director of Skilled Trades of the National Union may attend the meeting.

If the matter involved the appropriateness of the work assignment of employees in Skilled Trades classifications and is not resolved, the local Union may reduce the matter in writing in a statement setting forth all the

facts and circumstances surrounding the case **and** the position taken by the Union. The committee will endeavor to resolve any and all work disputes which arise from the assignment of work to their conclusion. The National Representative from the CAW and the Director **of** Industrial Relations will be called upon to review any dispute which is not resolved by the Committee prior to it being submitted as a grievance.

The statement will be presented to the Company's **Hu-**man Resources Manager within five days thereafter. The Human Resources Manager will prepare **and** give a more complete statement of the facts of the case and the reasons for the position taken by the Company to the Union.

The local committee may consult as required, carrying out their responsibilities.

## **LETTER OF UNDERSTANDING SKILLED TRADES APPENDIX**

- (1) There shall be 3 rates of pay in skilled trades grouped as ST-1, ST-2, ST-3. Each trade or classification in skilled trades shall be assigned to one of the above groups.
- (2) **All** skilled trades employees in skilled trades on the date of ratification will be assigned to a trade or classification by agreement at negotiations.
- (3) Employees on the payroll at the date of ratification, identified as requiring upgrade training will receive the trade or classification rate including all skilled trade adjustments during the period of training. The Company will have a period of two (2) years to train all the identified employees. Extensions may be required in extenuating circumstances. For the mould maker classification the upgrade training may extend to three (3) years.
- (4) It is understood that employees who refuse to participate in upgrade training will be maintained in the trade or classification but will not receive any future skilled trades adjustments, but will receive the general increase.
- (5) All information relating to skills upgrade programs will be given to the Committee for their review.
- (6) The Skilled Trades Committee will review the progress of trainees in their upgrade program every six months and make decisions with respect to employees who are upgrading and those who are not.

**OI CANADA CORP  
TRADES AND CLASSIFICATIONS  
EXHIBIT "A"**

**SKILLED TRADES GROUP 3**

Electronic/electrician  
General Machinist  
Industrial Maintenance Mechanic  
Mould Maker  
Plumber/Pipefitter/Steamfitter  
Electrician

**SKILLED TRADES GROUP 2**

Instrument Maker  
Auto Mechanic

**SKILLED TRADES GROUP 1**

Inspectors

For employees included in the Skilled Trades groupings:

<b>Current Weighted Average of Group</b>	<b>Effective</b>		
	<b>June 20 2005</b>	<b>June 20 2006</b>	<b>June 20 2007</b>
<b>Skilled Trades Group 3</b>	\$28.53	\$29.49	\$30.23
<b>Skilled Trades Group 2</b>	\$28.50	\$29.46	\$30.20
<b>Skilled Trades Group 1</b>	\$28.23	\$29.19	\$29.92

## **LETTER OF INTENT - ADJUSTMENT COMMITTEE**

The parties agree that when fifty (50) or more employees have their employment terminated within a period of four **(4)** weeks or less or when the Company announces the closure of a Department, an Adjustment Committee consisting of two (2) Management and **two** (2) Union representatives will be established for the purpose of:

- (a) Seeking and coordinating Government assistance;
- (b) Agreeing upon the selection of **an** independent chairperson;
- (c) Facilitating the relocation and retraining needs of the affected employees.

## LETTER OF UNDERSTANDING – JOB ROTATION – PACKING ROOM

### Procedure

1. Select & Packers will rotate once every 3 weeks on the first shift on nights. The rotation will be in the order of line attendant on A-1 to B-4, to Case Packer Attendant, to Relief, to Extras. Typically, one Select & Packer is assigned as line attendant on each production line, one Select & Packer is assigned on a shift to Case Packer Attendant, 2 Select & Packers to Relief and between 4 and 7 Select & Packers as Extras. The Relief Select & Packers relieve for breaks. “Extras” are assigned to **visual** stations, hand-packing, line attendant, housekeeping and re-work activities as production requirements warrant. “Extras” may also be utilized to replace absent employees.
2. An individual Select & Packer as a consequence will work for 3 weeks on each production line in the order of A-1 to B-4, 3 weeks as a Case Packer Attendant, 6 weeks as the Relief Select & Packer, and if 5 Extras, 15 weeks as an Extra. Upon completion of the rotation as an Extra, the Select & Packer will then rotate to A-1 and begin the rotation cycle again.
3. Employees on modified work will be included in the rotation to the extent that their medical precautions allow.
4. It is understood that, at times, the Company may **not** be able to fully comply with the above procedure if there are an unusually high number of employees on modified work.

Employees who require clarification on the job rotation system or who are not being rotated in accordance with the above procedure, are invited to discuss the matter with management.

## **LETTER OF UNDERSTANDING - HEAT RELIEF**

Currently, as per the collective agreement, employees in the Forming department receive two (2) breaks of 15 minutes plus a 30 minute lunch.

In addition to these breaks, alternative work/rest schedules will be implemented as follows:

- Working under “hot” conditions, Forming supervision will allow each Operator and A.P.O. two (2) extra breaks of 15 minutes each.
- Working under “very hot” conditions, Forming supervision will allow each Operator and A.P.O. four (4) extra breaks of 15 minutes each.

The budget will allow for one (1) full-time A.P.O. in the months of June, July, August. In addition, two (2) students per shift will be trained in A.P.O. classification and then placed in the Select/Packer classification in the Packing Room to offer additional coverage for relief to satisfy the above commitments.

If absenteeism is such that the additional A.P.O.’s are being utilized and break commitments still cannot be met, Forming supervision would then shut machine(s) down until the criteria for extra breaks is met.

Industrial Engineering has drawn up a guideline for break schedules, based on the two ‘heat’ conditions, as an assist for the foreman in administering the breaks.

It is also agreed that the Company will:

1. Provide water in the production area, and electrolyte replacement *drinks* readily available in the cafeteria *to* prevent dehydration from occurring.
2. Provide an adequate number of industrial fans to ensure that there is an adequate flow of air.

- 
3. Provide breaks from the work area to an area that is away from the heat source to provide for relief of the effects of extreme heat.

Monitor core temperatures **by** random sampling throughout the year



## **LETTER OF UNDERSTANDING - SELECT & PACKER/AQL**

The Company's current manning provides for one (1) Ware Inspector per line per shift, i.e., 7 line Ware Inspectors per shift, and one(1) AQL per shift. The shift AQL's normal duties are to check the packed ware on all lines. The AQL would occasionally be used to replace a Ware Inspector who is absent on the shift; job vacancies that last more than 30 days will be filled in accordance with Article 13.09(a). To have adequate back-up, 2 back-up AQL's are also required per shift.

It is agreed that:

1. When vacancies for the regular AQL or the back-up AQL's occur, the vacancy will be posted.
2. The posting will reflect that the successful candidates will be considered Select & Packers for purposes of lay-off, recall, vacation bidding, etc. If a Select & Packer/AQL is laid off, when the job is next required, it will be posted and the successful applicant trained.
3. No employee will be required to change shifts in order to be the successful candidate on the job posting.
4. The back-up AQL's will be assigned to work as an AQL as required by shift in order of plant seniority.
5. Overtime in the Ware Inspector job classification will continue to be offered in accordance with Article 19.01(a).

Applicants for the AQL position will not be required to pass the Ware Inspector test.

## **LETTER OF UNDERSTANDING - PAID LUNCH**

With regards to Article 15.02, Lunch Periods, a paid lunch will be continued during the current Collective Agreement for day workers in those departments and work groups who currently receive a paid lunch.

When a Select & Packer on the Day Re-Select Crew is transferred to the continuous shift for the day for 4 or more hours, they will receive a paid lunch.

## **LETTER OF UNDERSTANDING -- DAY RE-SELECT CREW**

It is agreed between the Company and the Union that Article 14.03 will be applied to the selection of employees for the Day Re-Select Crew in the Packing Room as follows:

1. When there is a permanent opening on the Day Re-Select Crew, Select & Packers who have the ability to perform the work available will be asked in order of plant seniority if they are interested. Employees will be asked to sign a form indicating that they have accepted or rejected the opportunity.
2. When there is a layoff on the Day Re-Select Crew, the employees in the affected job classification with the least plant seniority will be returned to shift.
3. When the opening on the Day Re-Select Crew is temporary, the temporary employee will be returned to shift upon completion of the temporary assignment. Temporary employees are not entitled to "bump" employees filling permanent openings on the Day Re-Select Crew who have less plant seniority.

## **LETTER OF UNDERSTANDING- LTOC WARESHED & SHIPPING**

It is agreed between the Company and the Union that the employees who currently hold the regular job classification of L.T.O.C. in the Wareshed & Shipping Department will, in the event of a layoff from this job classification, be entitled, in accordance with Article 10.12 (a) (1) (b), to displace the employee(s) in the job classification of L.T.O.C. in the Packing Room who are usually assigned to the Drop Zone if they previously held the job classification of Lift Truck Operator Drop Zone.

The current practice is to assign the 4 employees with the most plant seniority in the job classification of L.T.O.C. in the Packing Room to the Drop Zone.

## **LETTER OF UNDERSTANDING - WAREHOUSE OPERATIONS**

During the life of the current Collective Agreement, the Company will work with the L.T.O.C.'s in the Warehouse & Shipping Department who are interested and capable to assume responsibility for moving, locating and consolidating ware. The L.T.O.C.'s would move and consolidate ware and report ware movements to management for input to the computer records. Management will continue to plan and coordinate the locating and moving of ware and management commits to increasing the amount of work done by the L.T.O.C.'s in moving, locating and consolidating ware as the L.T.O.C.'s develop competence.

## **LETTER OF UNDERSTANDING- GRIEVANCE COMMITTEE**

Effective with the ratification of the new Collective Agreement, the Bargaining Committee will be allowed to meet every second Tuesday for up to 2 hours, to discuss grievances. These meetings will begin at 1:00 p.m.

The Union President will advise the H.R. Manager at least one week prior that a Bargaining Committee meeting is to be held so that the appropriate departments can be notified to make their employees available.

## **JOB DESCRIPTION**

**Position:** Union Health & Safety Representative

### **AREAS OF RESPONSIBILITY**

1. Encourage and foster safe working habits in unionized employees.
2. Co-chair the Health & Safety Committee.
3. Participate in accident investigations.
4. Maintain the WHMIS program, update MSDS sheets as required in the OHSA.
5. Participate in Workplace Safety audits of plant departments.
6. Provide safety orientation and WHMIS training to new employees.
7. Participate in the inspection of plant premises for housekeeping and sanitation conditions.
8. Assist in the creation of new training initiatives of a Health & Safety nature.
9. Adhere and encourage compliance with Plant Safety Rules.
10. To report all areas of non-compliance to the Safety Specialist(Toronto Plant).
11. To make recommendations and suggest corrective measures to JHSC to eliminate hazards in the workplace. To participate in the resolution/corrective action process.
12. Respond to employee health & safety concerns by providing proactive feedback to the Safety Specialist and the JHSC.
13. To coordinate and conduct safety training sessions for

---

employees when requested by the Company.

14. To conduct regular fire equipment inspection and reporting.
15. To lead and coordinate the Emergency Response program.
16. To carry out other safety-related projects assigned by the Company.



**LETTER OF UNDERSTANDING--  
UNION LEAVE OF ABSENCE**

Employees who are granted a leave of absence for union business which falls on Monday through and including Thursday during a week in which a 6" day pay premium would normally be paid, will retain their entitlement for the 6" day premium.

Employees who are granted union leave on the Friday will not be entitled to the 6" day premium.

## **GENERAL DUTIES – LEADHAND**

The position of Leadhand will be posted in accordance with Article 13.

All Leadhands will be paid the same premium.

Leadhand refers to employees who take the lead and provide guidance and assistance for 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. The Leadhand will not work an entire shift at a **job** classification other than his own.

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;
- Communicating priorities and/or work specifications;
- Inspecting machines, equipment, incoming materials and completed work; and
- Assisting employees with their tasks.

Duties will not include:

- Directing the workforce
- Canvassing for overtime
- Filling in time cards
- 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).

## **LETTER OF UNDERSTANDING - GENERAL MACHINISTS**

The Company will red circle the existing three (3) General Machinists for the duration of the labour agreement with the intent of renegotiating this classification upon expiration of this agreement. During the life of this agreement the general machinists who are interested in training as Mould Makers will inform the Company of their interests.

## **LETTER OF UNDERSTANDING – MOULD MAKER/GENERAL MACHINIST**

It is understood that the existing job classifications of Mould Maker and General Machinist will continue during the life of the current Collective Agreement. However, any employee in either classification may do work in the other classification provided they are competent to perform the work.

During the life of this agreement, the Mould Makers who are interested in training as machinist will inform the Company of their interest.

All Mould Shop apprentices will be required to complete a General Machinist apprenticeship program. Upon successful completion of this apprenticeship program they shall be classified as Mould Makers. It is further understood that upon completion of their apprenticeship program they will work in both job classifications.

If on any given day a skilled trade employee in the Mould Shop is working in either the General Machinist or Mould Maker classification, the employee will be entitled to the overtime if needed to complete his assigned job.

**LETTER OF UNDERSTANDING—  
CONTRACTING OUT, SKILLED TRADES**

The Company agrees that it will not contract out plant work that is normally done by its skilled trades, if a skilled trade employee is laid off as a result of such contracting out. The Company will continue its current practices during furnace rebuilds and major equipment installations. The Company will continue to contract out where the plant is not equipped to do work in a cost efficient or where the employees cannot perform the work efficiently or within the time limits allowed for a specific project.

Handwritten signature or initials, possibly 'JL' or similar, enclosed in a simple rectangular box.