

# **FOURTEENTH COLLECTIVE AGREEMENT**

between

**PPG CANADA INC.  
Glass Division  
Owen Sound Plant**

and

**National Automobile, Aerospace,  
Transportation and General  
Workers Union of Canada  
(CAW-Canada)  
LOCAL 248**



**October 1, 2002  
to  
September 30, 2005**

02383(01)

DON'T FORGET TO ATTEND THE  
REGULAR MEMBERSHIP MEETINGS  
ON THE SECOND MONDAY  
OF EACH MONTH

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## **ARTICLE 1 - PURPOSE OF AGREEMENT**

**1.01** It is the purpose of this Agreement in covering rates of pay, hours of work and other conditions of employment and benefits, to be a basis for achieving sound and productive industrial and economic relations. This Agreement not only establishes rights of both parties but identifies the responsibilities of each.

**1.02** The Company recognizes the responsibility of supervision in the administration of this Agreement to honour its terms, to promote the purpose that each employee be dealt with equitably and that he receive a fair day's pay for a fair day's effort.

**1.03** The Union recognizes its responsibility to cooperate with Management to secure and maintain maximum productivity, high employee performance and efficiency consistent with safety and good health.

## **ARTICLE 2 - RECOGNITION**

**2.01** The Company recognizes the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW - Canada) as the bargaining agency during the term of this Agreement in all matters pertaining to wages, hours and working conditions for those employees in the Unit as described in the Certification: i.e. all employees of PPG Canada Inc. Flat Glass Business Unit, at its manufacturing plant in Owen Sound, save and except supervisors, persons above the rank of supervisors, office and sales staff.

### **ARTICLE 3 - UNION SECURITY**

**3.01** The parties hereto mutually agree that any employee of the Company covered by this Agreement may become a member of the Union if he wishes to do so.

**3.02** The Company agrees that no employee shall in any manner be discriminated against, coerced, restrained or influenced on account of membership or nonmembership in the Union.

**3.03** The Union agrees that it will not discriminate against, coerce, restrain or influence any employee because of his membership or non-membership in the Union.

**3.04** During the life time of the Agreement, the Company agrees to deduct from the first full pay period of each month, with **the** exception of vacation pay, of employees covered by this Agreement, the appropriate Union dues and Assessments. These deductions will be effective from the date of the signing of this Agreement. Employees covered by this Agreement shall be required to sign a payroll deduction authorization card and to pay Union dues and initiation fees as a condition of employment.

(a) The Company will deduct the initiation fee after completing the probation period.

**3.05** All monies deducted shall be remitted by cheque to the Financial Secretary of the **Local** by the fifteenth (15th) of the following month. The Company must be advised by the Union thirty (30) days prior to any change in the amount to be deducted.



**3.06** The Union shall indemnify, defend and save the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Company pursuant to the provisions of this Article or in reliance upon the Employee Payroll Deduction Authorization Card and/or Union initiation authorization.

**3.07** The Company will furnish the Local Financial Secretary with a weekly list of employees by clock number showing their deduction of Union Dues. The Company each month will provide the Financial Secretary of the Local with names and hiring dates of new employees, date of severance of employees who have left the employ of the Company.

**3.08** The Company will provide the employees with an annual statement showing the total amount of Union Dues deducted for the previous calendar year.

#### **ARTICLE 4 - RELATIONSHIP**

**4.01** The Company and Union agree that there will be no discrimination against any employee because of race, creed, colour, national origin, age, sex, handicap as defined under The Ontario Human Rights Code, or because of membership or non-membership in the Union, or for Union activities as authorized by the Agreement. There shall be no Union activity on the Company premises except for that expressly provided for in this Agreement.

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## ARTICLE 5 - MANAGEMENT'S RIGHTS

**5.01** The Management of the business and the direction of the work force are the exclusive function of the management of the Company. This right of management shall include all those which are not expressly limited by the provisions of this Agreement, whether or not such rights have been exercised by the Company in the past. These rights shall include the right to plan, schedule, direct and control operations; to schedule hours of work and the work week; to study or introduce new or improved production methods or facilities; to make and enforce reasonable rules and regulations relating to the conduct of the employees and the operation of the Plant; to determine machine speeds and quality standards; to purchase materials, supplies, machinery used in the operation of the business and the determination of the sources from which same will be purchased; to hire, retire, promote, demote, assign and transfer employees, to lay off, suspend, discharge, discipline for just cause, to determine the classification of employees to whom work shall be assigned or establish new classifications, the tools, methods and machinery to be used; and to determine the size and make up of the work force. In no case shall the exercise of the above prerogatives of management detract from the rights of the employees as described in the terms and conditions of this Agreement.

**5.02** In the exercise of its rights, Management shall be aware of its responsibility to maintain good communications with the Local Union Officials - to advise them in writing of and post on bulletin boards, modifications to work rules, hours and working conditions.

The Company and the Union will meet regularly to discuss the problems of the employees and the business; to mutually explore solutions for employee issues and changing ways to ensure the vitality of the business in meeting customer demands and successfully compete in the markets of the business.

## **ARTICLE 6 - GRIEVANCE PROCEDURE**

**6.01** The Company acknowledges the right of the Local Union to appoint or otherwise select a Grievance Committee which shall be composed of the Chief Stewards, together with the Shift Steward involved and the President of the Local Union or his designated representative. The Company will recognize and deal with the Grievance Committee on any grievance concerning interpretation, application, administration or alleged violation of this Agreement. The grievor may be present at any step of the Grievance Procedure.

(a) Under Article 6, wherever working days are stated, it is understood to mean full working days of the person required to give the answer, commencing the full working day after receiving the complaint/grievance.

**6.02** The Union will select Stewards as required to cover all shifts.

**6.03** From these Stewards, the Union will choose five (5) Chief Stewards (and others as required) one for the PGF Department, one for the PGP Department, one for the Maintenance Department, one for the Manufacturing Services Department, and one for the

Fabricated Products Department. The Chief Stewards will serve in their respective departments and will not write or process a grievance through the various steps of the Grievance unless the Shift Steward is absent.

**6.04** The Union will notify the Company in writing within five (5) full working days following any change of Stewards.

**6.05** Shift Stewards shall be limited to the servicing of disputes in the area for which each is respectively appointed. In all Departments in which more than one Shift Steward has been appointed, only one such Steward shall enter into the processing of a grievance. In the event that no Shift Steward has been available, the Local Union President or his designate can process the grievance in its entirety.

**6.06** Any complaint which the Union or one of its members may have must be presented within five (5) normally scheduled working days of the grievor following the cause of the complaint, and according to the following procedure.

**Complaint Stage:**

(a) The complaint will be taken up with the grievor's Supervisor by the employee who may be accompanied by the Union Steward. The Supervisor of the Department must give his verbal reply stating the reason for his acceptance or rejection of the complaint within three (3) working days following the date of the presentation of the complaint.

A complaint which concerns a time sensitive issue, may be filed directly with the Human Resource

Director (e.g. vacation scheduling, etc.). This process is not intended to replace the normal grievance procedure.

**Step 1:**

- (b) If a settlement is not reached in the complaint stage, it then becomes a grievance and must be put into writing stating the violations of the Agreement **and** be presented within three (3) working days following receipt of answer at complaint stage to the Department Head concerned **or** his designated representative by the employee and/or a Union Steward. The Company representative must give a reply in writing in the three (3) working days following the presentation of the grievance.

**Step 2:**

- (c) If a settlement is not reached in Step 1, the grievance must be presented in the three (3) working days following receipt of answer of Step 1, to the Director of Human Resources, or his designated representative, by the employee, accompanied by the Local Union President, or his designated representative **and** representation of the Grievance Committee. The Company representative must give a reply in writing in the three (3) working days following the presentation of the grievance.

**Step 3:**

- (d) If a settlement is not reached in Step 2 (c), the grievance will, in the five (5) working days which follow, be presented by the Local Union President or his designated representative to the **Manager of**

the Plant or his designated representative. The Union may be represented by the Local Union President, the Grievance Committee and National CAW Representative(s). The Company representative must give a reply in writing in the five (5) working days which follow the presentation of the grievance. If the reply given is not satisfactory, the grievance will, during the fifteen (15) working days which follow, be presented to arbitration.

**6.07** An employee will not **approach** a Steward who is working at his job with regard to a grievance unless the grievor has obtained permission from his Supervisor and the Steward's Supervisor for such a meeting. The meeting will be arranged as soon as possible within the shift.

**6.08** The privilege of a Shift Steward or Union Official to leave his job to process a complaint or grievance in the Plant, without loss of basic pay is permitted provided that:

- (a) The Steward or Union Official has made proper arrangements with his Supervisor for such time off. It must be recognized that if the Steward cannot be relieved immediately, he will be as soon as available manpower and work permits. The Steward or Union Official will assist in settling the complaint and the handling of legitimate grievances promptly.
- (b) The time away from productive work shall be reported in accordance with the time keeping methods of the Department in which the Steward or Union Official is employed.

- (c) The Company reserves the right to limit such time if it deems the time so taken to be excessive.

### **Management Grievances**

**6.09** It is understood that the Management may bring forward to the Union within five (5) working days of the event, any complaint with respect to the conduct of the Union, its officers or committeemen, and that, if such complaint by the Management is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred to arbitration in the same way as the grievance of the employee.

### **Union Grievances**

**6.10** The Union shall have the right to initiate policy grievances at Step 2.

**6.11** All time limits mentioned in the Grievance Procedure shall exclude Saturdays, Sundays and Plant Holidays. These time limits may be extended by mutual agreement in writing.

### **Discharge Cases**

#### **6.12**

- (a) A claim by an employee who has attained seniority being discharged from employment and the employee alleging that the discharge was improper, the case may be taken up as a grievance.
- (b) All such cases shall be taken up if a written statement of such grievance is lodged with the Company within three (3) working days after the employee ceases to work for the Company or the particular case will be considered closed. All pre-

liminary steps of the grievance procedure prior to Step 2 will be omitted in such cases. Name, address and telephone number of the person discharged will be shown on the copy of the discharge notice sent to the Union.

- (c) When an employee is being discharged without notice, he **shall** have the right to interview his Steward before leaving the Plant. The Steward will be given a written explanation of the circumstances leading to the discharge. Such written notification will be provided immediately upon discharge.
- (d) If the matter is not settled through the grievance procedure and is taken to arbitration, and it is finally determined by a Board of Arbitration, that discharge was too severe a penalty, the employee shall be reinstated, either with or without compensation for time lost, *or* by any other arrangement which the Board of Arbitration finds just and equitable.

## **Arbitration**

### **6.13**

- (a) Both parties agree that any dispute or grievance concerning interpretation, application, administration, or alleged violation of this Agreement including any question as to whether a matter is arbitrable, shall be subject to settlement by arbitration, without stoppage of work. No grievance will be arbitrable unless it has been properly taken through the appropriate steps of the grievance procedure. *This* action must take place within fifteen (15) working days after the written decision by the



Plant Manager at Step. No. 3. Either of the parties **may** notify the other party in writing, setting forth clearly the matter to be arbitrated, and providing a list of recommended arbitrators. The party so notified shall, within five (5) working days make additional recommendations on Arbitrators if they so desire. The parties shall then undertake to select an arbitrator to hear the grievance. Should the Company and Union fail to agree within five (5) working days on an Arbitrator, then the Provincial Minister of Labour will be asked to appoint an Arbitrator.

- (b) The Arbitrator shall not have authority to modify, change, add to, or subtract from the contract.
- (c) No person may be appointed as an arbitrator who has been party to an attempt to negotiate or settle a grievance.
- (d) Each of the parties to this Agreement will jointly bear the expense of the Arbitrator.
- (e) The decision of the Arbitrator shall be binding upon the parties.

## **ARTICLE 7 - SENIORITY**

**7.01** For the purpose of this Agreement, seniority shall be designated as Plant and Unit.

**7.02** Plant seniority is determined by the length of continuous service calculated in years, months and days from the last date the employee entered the service of the Company at Works No. 84 Plant, Owen Sound, Ontario.

**7.03** Unit seniority is determined by the length of continuous employment from the date the employee permanently entered the Unit. If dates are identical, the order on the unit seniority list shall determine which employee has the most unit seniority. Unit seniority shall entitle employee(s) to first consideration for the promotion.

**7.04** The Plant will be divided into the following units for the purpose of determining Unit seniority:

- (a) Primary Glass Forming
- (b) Primary Glass Processing
- (c) Transport
- (d) Maintenance
- (e) Batch Material
- (f) Utility

and such other Units as the Company may establish from time to time.

**7.05** The Company has established an Auxiliary classification. An employee working in the Auxiliary Utility classification shall have **no** Unit seniority until such employee is permanently promoted to the classification on the Unit Promotion Schedule.

The company will establish a Utility Unit upon the ratification of this Collective Agreement. An employee at the date of ratification will have an opportunity to post to one of five (5) "Utility" job classifications for each of the four (4) continuous shifts within the first month of the new Collective Agreement. Such employees who are successful in the posting, will assume the unit seniority date of the date of ratification. The seniority of the successful candidates relative to one another, will be their plant seniority date.

**7.06** An employee with the classification of "Utility" may be assigned to any job classification for which he is qualified, anytime, as required by the Company. Employees with the classification of "Auxiliary Utility" may be assigned to any classification for which he is qualified for a period of up to thirty (30) days.

**7.07** The Plant is divided into the following departments:

- Primary Glass Forming
- Primary Glass Processing
- Manufacturing Services
- Maintenance
- Plant Services

**7.08** An employee shall accumulate his Plant and Unit seniority on layoffs, sickness, injury, vacations, etc., but will lose his Plant and Unit seniority for the following reasons: If he:

- (a) Voluntarily quits his employment with the Company
- (b) Is discharged for cause and not reinstated
- (c) Is absent from work for three (3) consecutive scheduled working days without a reasonable and acceptable explanation to the Company
- (d) Is laid off for a period of time exceeding the length of Plant seniority at the time of layoff. Effective October 1, 1984, if the employee is absent on sick leave (not including Worker's Compensation related absences) or laid off for a period of time exceeding the length of Plant seniority at the time of layoff or sick leave
- (e) Retires.

**7.09** Plant and Unit seniority lists will be revised the first week in January and the first week in July of each year. A copy of the lists will be posted on the bulletin boards in the Plant and a copy given to the Local President.

**7.10** Any employee who has been laid off but still retains his Unit and Plant seniority [refer to 7.08(d)] and is notified to return to work, will lose his Unit and Plant seniority unless he accepts the recall (refer to 17.05) or unless he has reason to refuse recall which is acceptable to the Company. The Union will be notified of the Company's refusal to accept the reason.

### **Probationary Employees - New or Rehired**

#### **7.11**

- (a) New or rehired employees (excluding employees returning after a layoff) will be regarded as probationary employees for the first forty-five (45) calendar days of employment. When this period is satisfactorily completed, the employee is considered as having a continuous service with the Plant starting from his last hiring date.
- (b) A probationary employee may be assigned or re-assigned to Units or jobs as determined by the Company, and management shall be the sole judge of his qualifications.
- (c) Such employee may use the grievance procedure to determine any violation of this Agreement.
- (d) A probationary employee may be discharged by the Company without recourse to the grievance procedure. The Union may bring information to the Company for consideration.

**7.12** An employee who is transferred from the Bargaining Unit to a salary position, may return to the Bargaining Unit within a period of four (4) months with seniority dating back to the day he left the Bargaining Unit. This Procedure will apply only once to each employee.

## **ARTICLE 8 - SUPERVISORS**

**8.01** Supervisors and those above the rank of supervisors will not perform work on an hourly rated job except for purpose of instruction, experimentation, emergency work.

## **ARTICLE 9 - HOURS OF WORK**

**9.01** This definition of a "work week" and "work day" are intended only for the purpose of providing for hours of work and the basis for the calculation of and payment of overtime and shall not be construed as a guarantee of any specific number of hours of work either per day or per week, or of days of work per week.

**9.02** The work day shall consist of eight (8) hours and the work week shall be forty (40) hours except where there are seven (7) day continuous operations in which the work day shall consist of twelve (12) hours and the average work week shall average forty-two (42) hours.

**9.03** For the purpose of calculating daily or weekly overtime, the "work week" shall mean seven (7) consecutive days commencing Monday at 12:01 a.m.

## **Non-Continuous Workers**

### **9.04**

- (a) For day workers, the scheduled times of work will be Monday through Friday:

8:00 a.m. - 12 noon  
Half-hour lunch period  
12:30 p.m. - 4:30 p.m.

Hatch House:           5:00 a.m. – 1:30 p.m.  
                              8:30 a.m. – 5:00 p.m.

**Hot Tank:**             6:00 a.m. – 2:30 p.m.

Vehicle Mechanics   7:00 a.m. – 3:30 p.m.

- (b) Two shift operation: Scheduled times of work will be Monday to Friday:

7:00 a.m. - 11:00 a.m.  
Half-hour lunch  
11:30 a.m. - 3:30 p.m.  
3:30 p.m. - 7:30 p.m.  
Half-tiour lunch  
8:00 p.m. to 12 midnight or  
8:00 a.m. - 4:00 p.m.  
4:00 p.m. - midnight

- (c) Lunch periods for times outlined in 9.04 (a) and 9.04 (b) may be adjusted by mutual agreement between the Union and the Company.
- (d) Lunch Breaks: A thirty (30) minute unpaid lunch period will be provided which will start within 45 minutes before or after *mid shift*. If for any reason it becomes necessary to work through this period by request of the Supervisor, the missed lunch period will be paid at the appropriate overtime rate

and the Supervisor will provide a thirty (30) minute break later in the shift.

### **9.05**

- (a) For the seven day continuous shift workers, the **scheduled** hours of work will be:  
Day shift 6:30 a.m. – 6:30 p.m.  
Night shift 6:30 p.m. – 6:30 a.m.  
(See Appendix C)
- (b) For five day continuous shift workers, the scheduled hours of work will be:  
Day shift 8:00 a.m. to 4:00 p.m.  
Evening shift 4:00 p.m. to 12:00 midnight  
Night Shift 12:00 p.m. to 8:00 a.m.  
(see Appendix D)

**9.06** A continuous operation is that where the work is scheduled twenty-four (24) hours per day whether it be a five (5) or seven (7) day schedule.

**9.07** No change shall be made in these scheduled days and hours unless by mutual agreement between the Company and Union.

## **ARTICLE 10 - HOURS AND OVERTIME**

**10.01** Werk Schedules - See Appendix "C", "D"

**10.02** Hours worked in excess of the daily or weekly work schedule will be paid for at the rate of one and one-half (1-1/2) times the regular hourly rate

- (a) Overtime hours worked during the period midnight Friday until midnight Sunday shall be paid at double time (2) the base wage rate for all overtime hours worked plus shift differential where earned.

**10.03** All scheduled work performed on Saturday or Sunday, will be paid for at the rate of one and one-half (1-1/2) times the regular hourly rate. All overtime hours worked on Saturday or Sunday will be paid for at two (2) times the regular rate.

**10.04** All scheduled work performed on a Plant Holiday will be paid for at the rate of one and one-half (1-1/2) times the regular hourly rate. If overtime is worked on a Plant Holiday, it will be paid at double (2) times the regular hourly rate.

**10.05** For continuous back to back shifts, the second shift will be paid the appropriate overtime rate, e.g. 4 p.m. to 12 midnight Sunday paid appropriate rate, and 12 midnight Sunday to X a.m. Monday paid appropriate overtime rate.

**10.06** Daily and weekly overtime will not both be paid for the same hours of work. This means that any hours beyond eight (8) in a day for which overtime is paid, will not be counted at the end of the week in computing total hours worked in the work week. In no case will premium or penalty payments be duplicated or pyramided.

**10.07** Overtime shall be voluntary. The Company will expect employees to work overtime when requested to do so. The Union recognizes that special demands which arise in the glass manufacturing process if personnel and equipment are to be safeguarded and the consequent need for the willing co-operation of the employees to work overtime when it is necessary to do so in order to efficiently man all shifts on the shift roster. All employees on continuous shift shall protect the



job they are performing by remaining on the job, following the end of the shift for one (1) hour or until they are relieved by their roster relief (prior to temporary promotions) or instructed by the Supervisor to finish work, whichever occurs first. In the case of roster jobs which cover general areas, the employee working on the step where the vacancy has occurred will remain on the job, following the end of the shift for one (1) hour or until he is relieved by his roster relief (name on the same line) or instructed by the Supervisor to finish work, whichever occurs first.

The Union and the Company acknowledge that certain employees need to be scheduled for overtime or held over on overtime to complete the following important process related changes, - twee] changes, flat arch repairs and threshold repairs; therefore, it is agreed that employees in the PGF unit and Plant Maintainers (including Instrument Specialist) will occasionally be scheduled on overtime or held over on overtime to work on such projects without recourse to the voluntary provisions of this article unless a suitable replacement can be found.

**10.08** The Company will distribute overtime as fairly and equitably as good practices and efficiency of the operation and overriding clauses of the contract permit. Overtime hours will be posted on a daily basis in each department commencing January 1, 2000.

- (a) Employees are expected to attend short meetings called by Supervisors, before or after shift, for purpose of instruction, training or explanation. Such meetings will not exceed 30 minutes.

### **Meal Allowance**

**10.09** If an employee works two or more hours of overtime at the end of his shift, the employee will be paid a meal allowance of six dollars (\$6.00) cash during the overtime period.

### **Shift Differential**

**10.10** Continuous shift workers and non-continuous shift workers, will be paid shift differential as follows:

- (a) Effective October 1, 1998, fifty-five (\$.55) cents per hour will be paid for all work performed from 4:00 p.m. to 12 Midnight
- (b) Effective October 1, 1998, sixty (\$.60) cents per hour will be paid for all work performed from 12 midnight to 8:00 a.m.
- (c) Shift premium will be paid to daylight shifts for hours worked before 8 a.m. and for hours worked after 5 p.m.

## **ARTICLE 11 - REPORTING PAY**

**11.01** Employees who are scheduled and who report for work, shall if their regular job is not available, receive a minimum of four (4) hours work or four (4) hours pay at his regular rate.

**11.02** Employees who are scheduled and who report for work **on** a Sunday or Plant Holiday shall, if their regular job is not available, receive a minimum of six (6) hours work or six (6) hours pay at his regular rate.

## **ARTICLE 12 - CALL-IN PAY**

**12.01** If an employee is called in to perform work outside of his schedule, Monday to Saturday, he shall receive a minimum of four (4) hours pay at the rate of the job performed or his regular roster rate, whichever is higher.

**12.02** If an employee is called in to perform work outside of his schedule on Sundays or Plant Holidays, he shall receive a minimum of six (6) hours pay at the rate of the job performed or his regular roster rate, whichever is higher.

**12.03** 12.01 and 12.02 do not apply to hours worked which run consecutively with normally scheduled hours following a regular shift. 12.01 and 12.02 apply to hours worked preceding a regular shift if an employee commences work within a reasonable time after receiving the call or at a pre-arranged time. Meetings called according to 10.08(a) are not eligible for call-in pay.

## **ARTICLE 13 - BEREAVEMENT PAY**

**13.01** An employee who is working an eight (8) hour shift, whether continuous or non continuous, will be allowed the following consecutive working days off at his normal base rate when bereavement matters occur in the event of the death of a relative according to the following schedules:

### Schedule A - Five (5) Days

Spouse

Common-Law Spouse

**Child**  
Step-child  
Mother  
Father

Schedule B - Three (3) Days

Brother  
Sister  
Step-Parent  
Step-Brother or Step-Sister  
Parent-in-law

Schedule C - Two (2) Days

Grandparent  
Grandchild  
Brother-in-law or Sister-in-law

**13:02** An employee working a twelve hour shift, will receive Bereavement Pay of Forty (40), Twenty-four (24) or Sixteen (16) hours, at normal base rate, in accordance with 13:01 above, in the event that the death of a designated relative occurs during the vacation period of the employee or during one of the first five (5) days of the seven (7) scheduled days off. Such an employee will not be granted time off work for such pay.

In the event that the death of a designated relative occurs on any other scheduled work day or other scheduled day off, such an employee will be granted time off work as required in the week following such death and will receive bereavement pay at his normal base rate according to the following schedule:

Schedule **A** - Relative - Forty-Eight hours (48)  
Schedule **B** - Relative - Thirty-Six hours (36)  
Schedule **C** - Relative - Twenty-Four hours (24)

## **ARTICLE 14 - JURY-WITNESS PAY**

**14.01** An employee who has acquired plant service and who is required by law to serve as a juror or crown witness, shall be paid the difference between the fee he receives for such service and the amount of straight time hourly earnings plus shift differential lost by him by reason of such service up to his scheduled hours per day.

**14.02** If the time required, including reasonable travelling time, for such service on **any** one day is four (4) hours or less, the employee will be required to devote the remainder of the day to his regular duties, if available, with the Company. Such compensation will be payable only if the employee:

(1) gives the Company prior notice of call for such service and

(2) presents proper evidence as to the service performed.

## **ARTICLE 15 - PROMOTION SCHEDULES**

**15.01** Unit promotion schedules are shown in Appendix "E", "F", "G," "H", "I" and "J". The following general rules apply to all units except Maintenance.

**15.02** A promotion schedule is one which, by unit shows various production jobs and the lines of promotion. All promotions or demotions will be made along the lines of the unit promotion schedule and in accordance with promotion rules and regulations. **All** work

within a step on the promotion schedule will be assigned by the supervisor in charge. No employee may claim any machine, shift or choice of work on that step.

**15.03** Promotion is a move to a step on the unit promotion schedule higher than the step occupied.

**(a) Temporary Promotions**

- (i) **A** temporary promotion is a promotion by shift as directed by the Supervisor, on the unit promotion schedule.
- (ii) Continuous temporary promotions shall not exceed twenty-one (21) days (excluding vacation replacements).
- (iii) No unit employee may refuse a temporary promotion on his regular shift unless another employee on the same step and shift directly below the opening wishes to accept the promotion.
- (iv) Should any vacancies occur on a shift, the Supervisor will determine whether the openings are to be filled.
- (v) If there are sufficient shift Auxiliary Utility qualified to be promoted into the Unit, and enough shift Unit employees qualified for the temporary promotion on the shift where there is a vacancy, the Supervisor will temporarily promote in the following manner:

**Step 1:**

Promote from the classification below the vacancy, the senior qualified shift Unit employee (excluding the

employee “held over” or “called in”) on the shift where the vacancy has occurred, to fill that temporary vacancy.

**Step 2:**

According to the shift manpower requirements, succeeding Unit openings on the shift, where vacancies occur will be filled by following the procedure under 15.03 (a)(v) Step 1.

**Step 3:**

According to the shift manpower requirements, the shift Auxiliary Utility will be temporarily promoted on the shift where there is a vacancy, first by Unit seniority to the bottom classification on the Unit Promotion Schedule. If necessary, additional promotions will be by qualification and Plant seniority.

**Step 4:**

If there are more temporary openings than shift unit employees qualified for temporary promotions, and all the openings are required to be filled in the Unit, the Supervisor will first: Fill the original senior unit classification(s) by overtime, then temporarily promote according to Step 3.

**Permanent Promotion**

- (b) (i) A permanent promotion is a promotion by roster on the Unit promotion schedule for such reasons as quit, discharge, transfer, death, retirement, permanent demotion or promotion, new job, or a reduction of the work force expected to be longer than twenty-one (21) days (excluding vacation replacements), or an excused absence known to be longer than thirty (30) consecutive days.

- (ii) No employee may refuse a permanent promotion unless another employee on the same step directly below the opening wishes to accept the promotion, with the following exception. No employee in the PGF Unit may refuse a permanent promotion
- (iii) If there are changes, on a Unit Promotion schedule, a new roster will be posted by Wednesday noon, effective the commencement of the following work week. Any openings that occur after Wednesday noon (unless the Company has received prior notice from the employee that he is quitting or retiring) will be treated as a temporary opening [refer to 15.03 (a)] until a new roster is effective.
- (iv) Should the Company decide to permanently promote, the senior qualified unit employee on all shift basis will be promoted to fill the opening. Succeeding openings will be filled to the shift requirements in the same manner. [Refer to 15.03 (b)(ii)].
- (v) **If** a permanent opening still exists **at** the bottom of the Unit Promotion schedule, the job will be filled when the new roster is effective by the successful job applicant (Refer to Article 16). Until the new roster is effective, the bottom job will be filled by the senior shift Auxiliary Utility working the same hours.
- (vi) If there are no job applicants for the position, the senior Auxiliary Utility holding no Unit service will be promoted to the position at the bottom of the promotion schedule.



## **Disqualifications**

### **15.04**

- (a) If due to a previous disqualification, the employee with the most Unit Seniority on the pre-requisite step cannot be temporary or permanently promoted, the employee with the next **most** seniority on that step will get the job.
- (b) If a previous job disqualification or a physical impairment verified by a doctor makes a man ineligible for a promotion, he will be by-passed. Not more than one (1) employee per shift will be permitted to remain on any step under such circumstances. If the reason for a physical disqualification is changed and verified by a doctor, he will be eligible for promotion. This promotion would be for such reasons as stated in 15.03 (b)(i) (Permanent Promotion).

## **Demotions**

### **15.05**

- (a) Demotions - a move to a step on the Unit promotion schedule lower than the step occupied.
- (b) Voluntary demotions are prohibited except in the case when an employee's physical condition prevents his continuing on his job and such claims are approved by a doctor. Any employee disqualified by the Company because of his physical condition will be demoted to a job the Company decides he can perform.
- (c) Employees shall be demoted, as directed by the Supervisor, within their Unit according to Unit Seniority. When one (1) employee is so demoted,

he/she shall be put **in** the Auxiliary Utility classification and shall not be promoted into another Unit and shall retain his/her classification rate.

When two (2) or more employees are so demoted, they shall be put in the Auxiliary Utility classification, but will be assigned according to Article 7.06 as Junior Auxiliary Utility and shall retain their classification rate or rate performed, whichever is higher.

## **ARTICLE 16 - JOB POSTINGS TRANSFERS**

**16.01** Openings on the bottom of Unit Promotion schedules shall be posted in the Plant. Depending on the anticipated need, the postings may be for all units. Employees can apply in writing stating their preferences of Unit, to the Personnel Office or the First Aid Office within nine (9) calendar days of the posting date.

**16.02** The employee with the most Plant Seniority who has applied for a transfer will be given the first opportunity.

**16.03** An employee transferring to another Unit will enter that Unit **at** the bottom step of the Unit Promotion Schedule. The employee transferring to another Unit will adopt the highest overtime hours in the new classification. The name of the successful candidate will be posted.

**16.04** No more than one transferee per week per unit will be allowed. In the case of the Primary Glass Forming Unit, no more than one employee per calendar month will be allowed to transfer from this Unit.

16.05 Once beginning work in the new Unit, the transferee will lose seniority in the previous Unit unless disqualified within thirty (30) calendar days or sixty (60) calendar days when transferring to Maintenance. If disqualified, he will return to his previous Unit with out loss of seniority in his previous Unit.

16.06 Before going on vacation, an employee must file an application with the Personnel Office, in order that it will be considered should a job become vacant in the Unit of his choice while he is on vacation.

16.07 Until the job is permanently filled, temporary promotions by shift will be carried out.

16.08 When an employee transfers to a new Unit, he cannot transfer out of that Unit until thirty (30) calendar days have elapsed and he would only be allowed four (4) transfers within any twelve (12) month period.

## **ARTICLE 17 - REDUCTION IN FORCE - PRODUCTION UNITS**

When a reduction in work force is made, the following procedure shall apply:

17.01 After the Company determines the required work force needed, layoffs will be made by starting with plant probationary employees.

17.02 Then the employees who are working in the Unit classification affected, will be demoted according to Unit seniority.

17.03 Plant seniority will decide who will fill the openings in the Auxiliary Utility classification.

- (a) In lieu of a layoff, those employees with the most Plant seniority may displace the person with the least Plant seniority excluding Process Controllers, the four (4) Senior Backup Process Controllers, two (2) Tank Repairmen, and Plant Maintenance personnel in L/G 12\* and above (refer to Appendix F), but can only take the lowest job in that Unit and if he can perform that job after a reasonable trial period.
- (b) For the cold repair only, there will be a voluntary layoff starting with the senior employee (excluding Primary Glass Forming Unit and Maintenance Unit employees). This layoff must start at the beginning of the cold repair. The layoff will be up to ten (10) weeks from the layoff date or earlier if there is an unforeseen resumption of production.

**17.04** These demotions are on an all shift basis.

**17.05** An employee who is laid off, must notify the Employee Relations Department of any changes in address during the period of layoff. To recall the employee, a registered letter will be sent to him. He must reply in three (3) calendar days his intention to accept the recall after receiving the letter. Having accepted, he must be prepared to return to work within no more than seven (7) calendar days or be considered to have quit, unless he has a reason acceptable to the Company.

**17.06** Unless caused by an emergency or conditions beyond the reasonable control of the management, the Company will attempt to give seven (7) working days notice, but not less than three (3) working days notice, of the reduction in force.

**17.07** In the case of a major breakdown of equipment in Glass Forming or Glass Processing Units which **may** cause jobs to be redundant, a temporary job reduction in force may be made without reference to the normal reduction in force procedure. Return to normal reduction in force procedure will occur as quickly as possible but within seven (7) days. In no circumstances shall an individual employee be laid off by this procedure more than seven (7) working days in any one calendar year.

**17.08** In the event of major tank repairs, the displaced employees who are assigned to work on the repair, will be paid Labour Grade Ten (10) or rate of the job performed whichever is higher for hours worked. Employees assigned to work not related to the repair, will be paid the rate of the job performed. Following the repair, displaced employees will be recalled according to their Unit seniority.

## **ARTICLE 18 - RECALL**

Recall to work following a layoff will be by Plant seniority.

**18.01** Recall to openings in the Auxiliary Utility classification by Plant seniority.

**18.02** Return to openings in Maintenance will be by unit seniority within each job classification. Return to openings in other units will be by unit seniority.

**18.03** In case of sudden recall, temporary promotions will be carried out until a new work roster becomes effective.

## ARTICLE 19 - PLANT HOLIDAYS

**19.01** The following days are recognized as Plant Holidays under this Agreement: New Year's Day, First Monday in February, St. Patrick's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and one (1) Floating Holiday.

During the term of this Agreement, the holidays will be celebrated as follows:

THANKSGIVING DAY	MONDAY, OCTOBER 14, 2002
REMEMBRANCE DAY	MONDAY, NOVEMBER 11, 2002
CHRISTMAS DAY	WEDNESDAY, DECEMBER 25, 2002
BOXING DAY	THURSDAY, DECEMBER 26, 2002
NEW YEAR'S DAY	WEDNESDAY, JANUARY 1, 2003
FLOATING HOLIDAY	THURSDAY, JANUARY 2, 2003
1ST. MONDAY IN FEBRUARY	MONDAY, FEBRUARY 3, 2003
ST. PATRICK'S DAY	MONDAY, MARCH 17, 2003
GOOD FRIDAY	FRIDAY, APRIL 18, 2003
VICTORIA DAY	MONDAY, MAY 19, 2003
CANADA DAY	TUESDAY, JULY 1, 2003
CIVIC HOLIDAY	MONDAY, AUGUST 4, 2003
LABOUR DAY	MONDAY, SEPTEMBER 1, 2003
THANKSGIVING DAY	MONDAY, OCTOBER 13, 2003
REMEMBRANCE DAY	TUESDAY, NOVEMBER 11, 2003
CHRISTMAS DAY	THURSDAY, DECEMBER 25, 2003
BOXING DAY	FRIDAY, DECEMBER 26, 2003
NEW YEAR'S DAY	THURSDAY, JANUARY 1, 2004
FLOATING HOLIDAY	FRIDAY, JANUARY 2, 2004
1ST. MONDAY IN FEBRUARY	MONDAY, FEBRUARY 2, 2004
ST. PATRICK'S DAY	MONDAY, MARCH 15, 2004

GOOD FRIDAY	FRIDAY, APRIL 9, 2004
VICTORIA DAY	MONDAY, MAY 17, 2004
CANADA DAY	THURSDAY, JULY 1, 2004
CIVIC HOLIDAY	MONDAY, AUGUST 2, 2004
LABOUR DAY	MONDAY, SEPTEMBER 6, 2004
THANKSGIVING DAY	MONDAY, OCTOBER 11, 2004
REMEMBRANCE DAY	THURSDAY, NOVEMBER 11, 2004
FLOATING HOLIDAY	FRIDAY, DECEMBER 24, 2004
CHRISTMAS DAY	MONDAY, DECEMBER 27, 2004
BOXING DAY	TUESDAY, DECEMBER 28, 2004
NEW YEAR'S DAY	MONDAY, JANUARY 3, 2005
1ST. MONDAY IN FEBRUARY	MONDAY, FEBRUARY 7, 2005
ST. PATRICK'S DAY	FRIDAY, MARCH 18, 2005
GOOD FRIDAY	FRIDAY, MARCH 25, 2005
VICTORIA DAY	MONDAY, MAY 16, 2005
CANADA DAY	FRIDAY, JULY 1, 2005
CIVIC HOLIDAY	MONDAY, AUGUST 1, 2005
LABOUR DAY	MONDAY, SEPTEMBER 5, 2005

**19.02** To qualify for Holiday Pay, an employee must satisfy each of the following eligibility requirements:

- (a) The employee must have worked his last normally scheduled work day prior to the holiday and his next normally scheduled work day after the holiday.
- (b) The employee ~~is~~ on the current payroll and is either working, on vacation or on bereavement leave.
- (c) The employee does not fail or refuse to work when scheduled to work on such holiday. This clause only applies to an employee who is on a seven (7) day operation and is scheduled to work.

- (d) **Any** employee absent from work prior to October 1, 1993 due to an injury **at** work will not be disqualified for having failed to meet the eligibility requirements in 19.02(a), 19.02 (b) and 19.02(c). They shall be eligible for Holiday Pay as long as they remain on the seniority list.

**Any** employee absent from work subsequent to October 1, 1993, due to an injury at work will not be disqualified for having failed to meet the eligibility requirements in 19.02(a), 19.02(b) and 19.02(c) provided they were actively at work during the year in which the holiday falls.

- (e) An employee who is absent from work due to lay-off, an injury or illness verified by a Doctor's certificate, will not be disqualified for having failed to meet the eligibility requirements in 19.02 (a), 19.02 (b), 19.02 (c) provided he is scheduled in the rostered week in which the plant holiday occurred.

**19.03** Employees eligible under these provisions shall receive eight (8) hours pay for each of the holidays specified in 19.01 computed at his roster rate or the rate of the job performed on the holiday, whichever is greater.

**19.04** The hourly paid employee who works on the holiday specified in 19.01 shall receive, in addition to the compensation provided for in 19.03, one and one-half (1-1/2) times his regular hourly rate of pay for all scheduled hours worked on the holiday.

**19.05** No production will be scheduled for non-continuous or 5-day continuous shift employees on a Plant Holiday, with the exception of the first Monday in



February which may be scheduled if required. In addition, some personnel may be scheduled to work to ensure proper maintenance and good future operations of production machinery, in which case those employees will be notified at least forty-eight (48) hours in advance of the starting time of their shift when they are required to work on a Holiday, except in the case of emergency work.

**19.06** When a paid holiday falls on a Saturday or Sunday it will be celebrated on the following Monday or in the case of Boxing Day on such other day as may be agreed. Employees required to perform any work on any of these holidays shall be paid at time and one-half (1-1/2) for hours worked, plus shift differential where earned, in addition to receiving holiday pay. Where the observance of Christmas and Boxing Day holidays would result in non-continuous or 5-day continuous shift work operations being closed down for four (4) consecutive days, the holiday will be limited to three (3) consecutive days and **Boxing** Day will be observed at another agreed date, or holiday pay granted in lieu thereof.

**19.07** Employees who work overtime on any of the holidays stated in 19.01 shall be paid double time for the overtime hours worked, in addition to the Plant Holiday pay.

## **ARTICLE 20 - VACATIONS**

**20.01** Subject to the terms of this article, the Company will allow each employee a vacation with pay between January 1st and December 31st each year based on previous seniority and conditions as outlined below:

**20.02** The length of each employee's vacation is determined as follows:

(a) (i) **An** employee who works a five (5) day shift, has completed at least one **(1)** year's service at some time during the current year and provided that he has worked at least one calendar day during the preceding calendar year, will be eligible for fourteen (14) calendar days of vacation.

(a) (ii) **An** employee who works the seven (7) day shift, who has completed at least one year's service during the current year and has worked at least one calendar day during the preceding calendar year, will be eligible for one hundred and twelve (12) hours of vacation .

Such **an** employee will receive vacation pay of four percent (4%) of his gross earnings for the preceding calendar year and will receive payment when he leaves for vacation.

(ti) (i) **An** employee who works a five (5) day shift, has completed at least five (5) years service at some time during the current year and provided that he has **worked** one calendar day during the preceding calendar year, will be eligible for twenty-one (21) calendar days of vacation.

(b) (ii) An employee who works the seven (7) day shift, has completed at least five (5) year's service during the current calendar year **and** provided that he **has** worked at least one day

during the preceding calendar year, will be eligible for one hundred and sixty-eight (168) **hours of vacation.**

Such an employee will receive vacation pay of six (6%) percent of his gross earnings for the preceding calendar year and will receive a payment when he leaves for vacation

(c) (i) An employee who works a five (5) day shift, has completed at least twelve (12) years service at some time during the current year and provided that he has worked one calendar day during the preceding calendar year, will be eligible for twenty-eight (28) calendar days of vacation.

(c) (ii) An employee who works the seven (7) day shift, has completed at least twelve (12) years of service at some time during the current calendar year and provided that he has worked at least one day during the preceding calendar year, will be eligible for two hundred and twenty-four (224) hours of vacation.

Such an employee will receive vacation pay of eight percent (8%) percent of his gross earnings for the preceding calendar year. **An** employecc who has completed **at** least fifteen (15) years service at some time during the current year, will be eligible for nine percent (9%) of his gross earnings for the preceding calendar year. The employee will receive payment when he leaves for vacation.

- (d) (i) An employee who works a five (5) day shift, has completed at least twenty (20) years service at some time during the current year and provided that he has worked one calendar day during the preceding calendar year, will be eligible for thirty-five (35) calendar days of vacation.
- (d) (ii) An employee who works the seven (7) day shift, has completed at least twenty (20) years service at some time during the current year and provided that he has worked one calendar day during the preceding calendar year, will be eligible for two hundred and eighty (280) hours of vacation.

Vacation pay will be ten percent (10%) of his gross earnings for the preceding calendar year. The employee will receive his payment when he leaves for vacation.

- (e) For the purpose of calculating vacation pay, gross earnings for any preceding year will include vacation payments paid in that preceding calendar year. For the purposes of 20.02(a), (b), (c) and (d) above, employees who are eligible for a vacation pay in a year, shall be entitled, at their written request, to receive vacation pay in accordance with one of the following options:

- (1) All vacation pay will be paid to the employee on the third (3rd.) pay-day in February.
- (2) One (1) or two (2) weeks of vacation pay on the third (3rd.) pay-day in February. The

remainder of the vacation pay will be paid in individual block week(s) when the employee takes the block week(s) of vacation.

- (3) All vacation pay will be paid on a pro-rated basis for individual block week(s) of vacation. For example, if an employee is entitled to a maximum of five (5) block weeks of vacation, then the employee would receive one-fifth (1/5th.) of the vacation pay whenever he takes one block week of vacation. Such written request must be received by the Company no later than January 15th.

**20:03** The above entitlement for an employee who is working the seven day shift is subject to the following:

- (a) (i) Vacations must be taken in full weeks, with the balance of hours to be taken as a residual vacation day. Any partial residual vacation day may be either worked by the employee or scheduled as a whole day of vacation. The scheduling of residual vacation days are to be arranged by the employee with his Supervisor who will generally require twenty-four (24) hours notice. Such residual vacation days may be scheduled retroactively, if the employee and his Supervisor mutually agree to do so.
- (a) (ii) Notwithstanding 20:03 (a) (i) above, residual days may not be scheduled to be taken during the months of July, August, December and in the first week of November.

Maintenance employees will be exempt from this Article.

- (a) (iii) Payment of partial or full residual days will be included in the pay for full weeks of entitlement.
- (b) Notwithstanding any other language in this Collective Agreement, vacation selection for employees scheduled to work the seven (7) day shift in the Primary Glass Forming, Primary Glass Processing, Utility, Auxiliary Utility and Transport Units, will be by plant seniority on the shift and in the Unit the employee is assigned on the vacation roster (i.e. **A**, **B**, **C** or **D**). For purposes of vacation scheduling only, Auxiliary Utility employees will be deemed to be in the Auxiliary Utility Unit.

The vacation roster referred to above, will be determined in consultation with the Union President by November 15. Such vacation rosters will be aligned by seniority across the **A**, **B**, **C** and **B** crews, providing each crew roster contains a qualified controller, back-up controller and a relief replacement.

**20:04** An employee from any Unit, including the Auxiliary Utility Unit referred to in 20:03 (b), who has a medical restriction to work an eight hour shift, is entitled to a vacation of five (5) days of eight hour shifts per week of entitlement.

**20.05** Vacation pay for employees who have left the Company will be paid within two (2) weeks of leaving.

## 20.06

- (a) The Company, starting on the 15th. day of November **will post a notice** in each Unit to inform the employees that by December 1st. all employees must choose the date of their vacations.

These choices of vacations to be completed by the Company on December 31st.

- (i) **For Seven (7) Day Shift Employees**  
Using the vacation roster, Primary Glass Forming, Primary Glass Processing, Utility, Auxiliary Utility and Transport Department employees, who are working the seven (7) day shift, will choose their vacation by plant seniority on the shift they are then working. Other seven (7) day shift employees will choose their vacation by plant seniority in their Unit.
- (ii) **For Five (5) Day Shift Employees**  
Using the vacation roster, employees who are working the five (5) day shift, will choose their vacation by plant seniority within their home Unit.
- (iii) Primary Glass Forming, Primary Glass Processing, Utility, Auxiliary Utility and Transport Department employees returning from lay-off, who normally work seven (7) day shifts, will choose their vacation options by plant seniority on their assigned shifts.

Other employees returning from layoff, who normally **work** seven (7) day shift, will choose their vacation options by plant seniority within their home unit.

- (iv) Employees returning from layoff who normally work five (5) day shifts will choose their vacation by Plant Seniority within their home Unit.
- (b) The Company will grant the employee's vacation request providing there are sufficient employees qualified to staff the operation of the Plant.
- (c) In the case of a transfer request into a Unit after January 1, Unit Seniority will supersede Plant Seniority for vacation purposes until the end of that calendar year.

**20.07** No change will be permitted by the employees in their choice of vacation scheduling and/or options unless the Company agrees to the new vacation date.

If a change is permitted, any resulting vacation opening will be offered to any eligible employee on the crew within such Unit. The employee with the most Plant seniority among those applying for such opening, will be granted **such** vacation, provided his application is received by Monday of the week in which the roster is published. There will be no requirement for the Company to fill any subsequent resulting vacation opening.

**20.08**

- (i) An employee working seven (7) day shifts taking his/her vacation by Plant Seniority in the Unit and is entitled to more than seven (7) calendar days vacation, he/she cannot split it into parts and take them during the prime months of June through September.



An employee working seven (7) day shifts taking his/her vacation by Plant Seniority on his/her **shift can split it into parts during the prime** months of June through September.

An employee working five (5) day shifts can split vacation into parts during the prime months of June through September.

- (ii) Employees must take all their vacation entitlement except in the case where the employee has been off work for three or more consecutive months in the current year due to illness, injury or layoff.

**Examples:**

**20.09** 14 Calendar days vacation (taken consecutively) - Five Day Continuous and Day Workers - Vacation starts on Monday and they return to work on Monday, after fourteen (14) calendar days.

Seven Day Continuous - Vacation starts on the **first** day of their weekly schedules and they return to work at the commencement of a new shift. e.g. Week 1 of the seven (7) days continuous shift Rotation Schedule (Appendix "C").

C Shift - Vacation commences Friday 8 am Week 1. Last day of vacation is Friday Week 2 at 8 am. Returns to work Monday 8 am Week 3.

**20.10** If a paid holiday falls during the vacation period of an employee, he will be entitled *to* Holiday Pay. The vacation period will not be extended.

## **ARTICLE 21 - SAFETY, HEALTH AND SECURITY**

**21.01** It is the Company's philosophy that SAFETY shall be our first order of business. The Company will provide adequate provision for the safety and health of its employees during the hours of employment.

**21.02** Safety devices where provided must be used. Employees must wear and/or use such equipment as is provided for their job. Neglect or failure by an employee to adhere to plant safety regulations and use of the Company's safety devices shall be just cause for disciplinary action.

**21.03** As a condition of continuing employment, all employees must wear prescribed personal protective equipment required on his job, PPG approved safety footwear with metatarsal guards and safety glasses with permanent side shields, in good repair at all times while in the Maintenance, service and production areas of the plant.

- (a) The Company will supply a pair of plano safety glasses on the employee's initial hiring date. The Company will supply a pair of prescription safety glasses on the employee's initial hiring date, provided the employee furnished the Company with an eye examination test result taken within one year of the employee commencing employment. Plano and prescription safety glasses will be replaced as needed.
- (b) The Company will provide a pair of PPG approved safety footwear upon the employee's hiring date. Replacement of same will be made as required for safe protection of the employee.

(c) Where prescribed personal protective equipment includes coveralls, the Company will provide and maintain same.

**21.04** During the lifetime of this Agreement, the following items are available to all employees in the Bargaining Unit:

**Health and Welfare Plans:**

**GROUP LIFE INSURANCE:**

Effective October 1, 2002 Group Life Insurance will be increased for active employees from \$35,000 to \$36,000.

Effective October 1, 2003 Group Life Insurance will be increased for active employees from \$36,000 to \$37,000.

Effective October 1, 2004 Group Life Insurance will be increased for active employees from \$37,000 to \$38,000.

For employees who retire on or after October 1, 2002, the Company will provide a paid up Group Life Insurance Policy in the amount of \$3,000.00.

**ACCIDENTAL DEATH AND DISMEMBERMENT:**

Effective October 1, 2002 Accidental Death and Dismemberment Insurance will be increased for active employees from \$35,000 to \$36,000.

Effective October 1, 2003 Accidental Death and Dismemberment Insurance will be increased for active employees from \$36,000 to \$37,000.

Effective October 1, 2004 Accidental Death and Dismemberment Insurance will be increased for active employees from \$37,000 to \$38,000.

**WEEKLY INDEMNITY** - 75% of base rate for twenty-six (26) weeks, first day of accident, first day of hospitalization, fourth day of illness effective the first Monday following the signing of this Agreement.

- (1) If an employee prior to the end of the waiting period shown above
  - (a) is hospital confined for at least 24 hours, or
  - (b) undergoes a surgical procedure on an out-patient basis in a hospital, and is unable, and is verified in writing by his attending physician or surgeon, to return to work, weekly benefits will start on the date of confinement or surgery.

### **WORK HARDENING PROGRAM**

On those occasions where employees who have been absent from work due to illness, return to work for a partial day as part of a "work-hardening" program, the following pay provisions will apply:

1. Employees will be paid their regular rate of pay for the hours worked in the work week.
2. They will also be compensated for hours not worked; utilizing a formula for hours not worked divided by forty (40). Payment will be in accordance with the terms of the Weekly Indemnity Program.

3. The total hours worked and hours not worked will not exceed forty (40) in any work week.
4. Below is an example of how payment will be calculated:

Employee works six (6) hours per day for five (5) days in a calendar week on Labour Grade 10 (\$17.21 per hour).

**Six** (6) hours per day x five (5) days = 30 hrs x \$17.21 = \$516.30

**Weekly Indemnity Payment:**

Forty (40) hours x \$17.21 =	\$688.40
paid at 75%	x <u>      .75</u>
	\$516.30

Since employee worked thirty (30) hours, he is eligible for ten (10) hours of the Weekly Indemnity Benefit or 10/40ths which equates to 25%.

\$516.30 x .25% = \$129.07

Total payment equals

(1) pay for thirty (30) hours worked	= \$516.30
(2) pro-rated Weekly Indemnity	= <u>\$129.07</u>
	\$645.37

Employee receives, in this example, \$645.37 by working a partial week versus receiving \$516.30 in a weekly indemnity program.

**LONG TERM DISABILITY**

Effective October 1, 1996, employees with one or more years of service who become totally disabled

alter October 1, 1996 as determined by the terms of the plan document or policy and who have been totally disabled for a 26 week period, will be entitled to a monthly benefit as indicated below:

For claims occurring on or after October 1, 2002, a monthly benefit of sixteen hundred and fifty dollars (\$1,650), reduced by and totally integrated with Canada Pension Plan benefits, will be paid.

For claims occurring on or after October 1, 2003, a monthly benefit of seventeen hundred dollars (\$1,700), reduced by and totally integrated with Canada Pension Plan benefits, will be paid.

For claims occurring on or after October 1, 2004, a monthly benefit of seventeen hundred and fifty dollars (\$1,750), reduced by and totally integrated with Canada Pension Plan benefits, will be paid.

Effective October 1, 1996 the Long Term Disability Plan's definition of "disabled" and "disability" will be modified as follows:

"Disabled " and "disability" mean, with respect to an individual, the complete inability of the individual due to injury, disease, pregnancy or mental disorder to engage in all components of the individual's current occupation within the plant during the first two years of the disability, following the period of weekly indemnity. Thereafter, "disabled" and "disability" mean, with respect to an individual the complete inability of the individual due to injury, disease, pregnancy or mental disorder to engage in any and every gainful occupation for which he is reasonably fitted by

education, training or experience. However, an individual will be deemed to cease to be disabled if he engages in **any gainful occupation** or performs any work for compensation or profit, except approved rehabilitative employment.

Any employee receiving Long Term Disability Payments, who engages in rehabilitative employment, shall have a fifty percent (50%) payment from his rehabilitative employment deducted from the amount of his monthly Long Term Disability Payment.

Effective for long-term disability benefit claims commencing on or after January 1, 2002, the Company will agree to provide benefit continuation (major medical, prescription drugs, vision, dental, life insurance and AD&D) for a maximum of two (2) years from the date of commencement of long-term disability benefits.

## **ONTARIO HEALTH INSURANCE PLAN**

**MAJOR MEDICAL**, - Effective for claims incurred on or after the signing of this Agreement, the maximum Major Medical Benefit for each person is \$20,000. Effective for claims incurred on or after October 1, 1995, the \$20,000 will be increased to \$25,000. Effective October 1, 2002, the lifetime maximum benefit is increased from \$25,000 to \$40,000.

Any employee who has exceeded the previous \$25,000 maximum benefit will be eligible for an additional \$15,000 major medical benefit, not to exceed the \$40,000 lifetime maximum benefit.

\$10 single deductible and \$20 family deductible.

Effective October 1, 1984, contraceptives will be included in the plan as a covered expense.

**Chiropractor Charges:**

Effective January 1, 2000.

Up to ten dollars (\$10.00) per visit per family member up to a maximum of fifteen (15) visits per member in any calendar year.

**Orthotic Inserts:**

Orthotic Inserts, when prescribed by a physician, chiropractor or physiotherapist for custom-made inserts, will be reimbursed at usual, reasonable and customary charge basis.

**VISION CARE PLAN FOR PRODUCTION AND MAINTENANCE EMPLOYEES AND THEIR DEPENDENTS:**

**Eligibility:** All active Production and Maintenance employees and their dependents.

Description of Benefits:

The Company will contribute one hundred percent (100%) to the cost to provide an Employee's coverage for Vision Benefits. Vision Benefits will be provided to each full-time Employee and their eligible dependents as follows:

100% reimbursement for frames and lenses up to a maximum of:

- Effective January 1, 2003 - \$240 per family member every two years;

SO



subject to the following limitations:

- Frames every 24 months
- Lenses, including contact lenses, every 24 months; however, 12 months if a change in prescription is required.

Except for children under the age of 18, who will be eligible for coverage for frames and lenses based on frequency as required by a change of prescription up to a maximum \$240 annual benefit effective January 1, 2003.

The \$240 family member benefit every two (2) years may be utilized for laser eye surgery commencing January 1, 2003.

### **DENTAL CARE PLAN:**

The Company will contribute one hundred (100) percent of the cost of the Health and Welfare Plans outlined in 21.04.

The Plan reimburses you a percentage of the covered dental fees based on the applicable Dental Fee Guide up to \$1,000 in benefits per calendar year for each covered individual. This coverage is increased to an annual maximum of \$1,500, effective January 1, 2003.

Eligibility: All active Production and Maintenance employees and their dependents.

Covered Expenses:

#### A. Routine Treatment

**Up to 100%** each year for two (2) routine oral examinations and cleaning not performed more

than twice in a 5-month period, fluoride application and emergency palliative treatment.

Up to 85% for extractions, fillings, oral surgery, periodontal and endodontic treatment, repair or recementing of crowns, inlays, bridgework and dentures (subject to certain limitations).

X-ray coverage is increased to 90%.

**B. Major Treatment**

Up to 50% of initial bridgework, full or partial dentures and replacement of prosthodontic appliances under certain circumstances.

**C. Orthodontic Treatment**

Up to 50% of the orthodontic treatment for eligible dependents up to age 19 with the benefit limited to \$1,800 per lifetime, effective January 1, 2003.

**Treatment Plan:**

For dental expenses exceeding \$300, you must submit a treatment plan to the insurance carrier for pre-determination of benefit coverage. This summary should include information on the recommended treatment and costs and should be completed on a PPG Standard Dental form.

**Effective Date:** This plan will be effective January 1, 2000.

Ontario Dental Association Fee Guide Schedule will be on the schedule from the prior calendar year.

**Definition of Spouse**

For purposes of this Collective Agreement, the term "spouse" shall mean the person to whom the

Employee is legally married; or, if the Employee so elects, means a person of the opposite **sex** who has been residing with the Employee in a conjugal relationship for a continuous period of at least one year, and has been publicly represented by the Employee as the Employee's spouse; or, on or after October 1, 1999, if the Employee so elects, a person of the same sex has been residing with the Employee in a conjugal relationship for a continuous period of at least one year and has been publicly represented by the Employee as the Employee's spouse.

### **Definition of Dependent**

Your unmarried children or your spouse's unmarried children who are

- under 19 years of age, or
- 19 – 25 and in full-time attendance at a university or similar institution
- 19 or over who are incapable of supporting themselves because of mental or physical handicap and who were covered under this plan on the day before they reached age 19.

### **OUT-OF-PROVINCE EMERGENCY TREATMENT**

Out-of-Province Emergency Treatment as described below in connection with emergency treatment while the individual is travelling or vacationing outside the province in which he normally resides for a period of not more than five (5) weeks, up to a lifetime maximum benefit of Fifty-Thousand Dollars (\$50,000.00).

1. Charges by a general practitioner or specialist in excess of the amount allowed under the Provincial Hospital and Medical Plans in the individual's normal province of residence, provided such charges are reasonable and customary in the area in which they were occurred.
2. Charges for hospital confinement in excess of the allowance for ward accommodation payable by the Provincial Hospital Plan in the individual's normal province of residence, plus user fees. Charges for hospital confinement are limited to semi-private accommodation within Canada and average semi-private accommodation outside Canada for up to fourteen (14) days unless the attending physician certifies that the individual should not be moved back to his normal province of residence. No charges will be considered unless all or part of the daily charge is payable under the Provincial Hospital Plan in the individual's normal province of residence, nor for any day of accommodation for which the individual would not have been covered under this plan had he been hospitalized in his normal province of residence.
3. Charges for professional ambulance service, including air or rail ambulance service, to transport the individual back to a hospital within his province provided prior approval is obtained from the Administrator.
4. Charges for other inpatient and outpatient medical services.
5. Charges for blood products and their transfusion.

## **Travel Assistance**

You are entitled to Great West/MEDEX Travel Assistance program.

If you are travelling out of Canada and require emergency hospitalization, be sure to present your MEDEX Assistance ID card to the hospital. Failure to do so may result in payment of a lesser benefit amount.

For direct assistance, use the emergency telephone number: 1-800-527-0218.

### **21.04**

(a) The Company agrees to extend payment of premiums for Health and Welfare coverage, in the event of long term absence, as follows:

- (i) For employees who become absent due to injury and go on Worker's Compensation - until return to employment or a settlement is made by Worker's Compensation.
- (ii) For employees who become absent due to accident or illness - 26 weeks if the employee has less than 5 years seniority, 52 weeks if employee has more than 5 years seniority.
- (iii) For employees who become absent due to layoff - Group Life Insurance, Accidental Death and Dismemberment, Major Medical and Basic Dental - six (6) months following the month in which the layoff occurred.

O.H.I.P. - The Company will pay 50% of the cost of O.H.I.P. for a period of six (6) months following the month in which the layoff occurred, provided the Company receives a

cheque for the remaining 50% of the O.H.I.P. premium from the employee by the 10th of each month. Any lapse will cause withdrawal of this benefit.

- (iv) For employees who become absent due to an approved leave of absence to serve as a full-time official of the Union - Group Life Insurance, Accidental Death and Dismemberment, Major Medical, Basic Dental, will be continued at no cost to the employee for the duration of the approved leave of absence.

The Company will be relieved of its obligation to pay these premiums if premium assistance is available or equivalent coverage is available at no cost to the employee, or when the employee reaches age 65.

- (v) For retirees who retire under the provisions of Section 2A(3) of the Pension Agreement, the Company will pay the cost of the OHIP and Major Medical coverage from age 60 to age 65.

## **PENSION PLAN**

**21.05** The terms of the Pension benefit are contained in a separate agreement.

Normal Retirement Rate increased from \$33.50 per year of credited service to \$34.50 per year of credited service for those retiring on or after October 1, 2002.

Normal Retirement Rate increased to \$35.50 per year of credited service for those retiring on or after October 1, 2003.

Normal Retirement Rate increased to \$36.50 per year of credited **service** for those retiring on or after October 1, 2004.

Section 6.3(b) Special Early Retirement Pension, of the Pension Agreement will be modified as follows:

1. Supplemental payments will be increased to the amounts specified in the Normal Retirement Rates as designated above and effective on the same dates.
2. Change 30 years to 40 years.

Modify Article 3.2 (a), (g), (h) and (k) (Continuous and Credited Service). Refer to Pension Agreement dated October 1, 2002.

#### SPECIAL RETIREMENT WINDOW PROVISION

1. Any employecc born in 1942 or earlier shall be eligible for this SPECIAL RETIREMENT PROVISION, effective the month following the month in which they attain age sixty **(60)**. **All** of the other SPECIAL RETIREMENT PROVISIONS stipulated in this document arc applicable. **An** employecc who wishes to participate, must sign an irrevocable Letter of Intent prior to the month he wishes to have his pension benefit commence.
2. Effective January 1, 2003, any employecc born in 1943 or earlier, shall be eligible for this SPECIAL RETIREMENT PROVISION, effective the month following the month in which they attain age sixty **(60)**. **All** of the other SPECIAL RETIREMENT

PROVISIONS stipulated in this document are applicable. Any employee born in 1943 who becomes eligible and who wishes to participate, must sign an irrevocable Letter of Intent no later than three (3) months prior to the month he wishes to have his pension benefit commence.

3. Effective January 1, 2004, any employee born in 1944 or earlier, shall be eligible for this SPECIAL RETIREMENT PROVISION, effective the month following the month in which they attain age sixty (60). All of the other SPECIAL RETIREMENT PROVISIONS stipulated in this document are applicable. Any employee born in 1944 who becomes eligible and who wishes to participate, must sign an irrevocable Letter of Intent no later than three (3) months prior to the month he wishes to have his pension benefit commence.
4. Effective January 1, 2005, any employee born in 1945 or earlier, shall be eligible for this SPECIAL RETIREMENT PROVISION, effective the month following the month in which they attain age sixty (60). All of the other SPECIAL RETIREMENT PROVISIONS stipulated in this document are applicable. Any employee born in 1945 who becomes eligible and who wishes to participate, must sign an irrevocable Letter of Intent no later than three (3) months prior to the month he wishes to have his pension benefit commence.
5. Employees retiring under the provisions of this SPECIAL RETIREMENT PROVISION, shall receive the retirement rate in effect on the date of their retirement.



6. Those retiring under this SPECIAL, RETIREMENT PROVISION will be eligible to receive an unreduced **Normal Pension Benefit plus a Supplemental Pension Benefit** payable from his retirement date through the month in which they attain age 65.
7. Those retiring under this SPECIAL RETIREMENT PROVISION will be eligible for continuation of medical insurance, prescription drug coverage and "out-of-province" coverage until the month in which they attain age 65. They will not be eligible for dental insurance or vision care coverage.

### PENSION COMPARISON

Employee age 60 with pension service of 25.6667 years at early retirement date of October 1, 2002.

#### Current Plan:

Basic pension rate eff. Oct. 1/02	\$ 34.50
Credit Service from September 30, 2002	25.6667
6% reduction per year from age 65	

#### Monthly Pension:

$\$34.50 \times 25.6667 \times 70\%$	=	<b>\$ 619.86</b>
Payable for life		

**Window Plan:**

<b>A.</b> Basic Pension plan @ \$34.50	<b>\$ 885.51</b>
Plus prior service of 6.75 years	<b>\$ 232.88</b>
Plus bridge to age 65	
@ \$34.50 x 32.4167	<b>\$1,118.38</b>
Payable to age 65	<b>\$2,236.76</b>
Payable after age 65	<b>\$1,118.38</b>
<b>B.</b> Basic pension rate @ \$35.50	
Payable to age 65	<b>\$2,301.60</b>
Payable after age 65	<b>\$1,150.79</b>
<b>C.</b> Basic pension rate @ \$36.50	
Payable to age 65	<b>\$2,366.43</b>
Payable after age 65	<b>\$1,183.21</b>

**21.06** It will be the Company and the Union's aim to co-operate to see that every safety rule is complied with, with no exception. The employee(s) should call to the attention of their supervisor any dangerous or unsafe conditions in their work area. 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 Committee in this respect. To this end a Safety and Health Committee will be appointed, comprising of an equal number of representatives from Management and the Local Union. The Committee's function will be

to promote Safety and Industrial hygiene in the Plant. It shall make regular inspections of the Plant and equipment and hold regular meetings.

Payment to employees who attend the Safety and Health Committee meetings outside of their regular shift will be paid at the employee's regular hourly rate. Members who are working will be excused to attend these meetings without loss of pay.

**21.07** Employees injured at the Plant and sent home or to the Hospital or Doctor's Office by a Company Official or Nurse, shall suffer no loss of earnings for the balance of the shift during which the accident occurred.

**21.08** All candidates for initial employment or for re-employment must pass a physical examination by the Company Physician for all work performed in the Owen Sound Plant.

**21.09** Any supervisor may request a physical examination for any one of his employees when he feels that an examination is necessary. The Union President will be notified in a timely manner of such request.

**21.10** After an examination as described in 21.09 if the employee is pronounced capable of performing his regular job, he will return to his normal occupation.

**21.11** After an examination as described in 21.09 above, and it reveals he is unable to perform his regular job, a position in the Plant will be found for the employee if possible until he is pronounced completely fit and then he will return to his normal occupation.

21.12 All persons injured in the Plant, no matter how slightly, must report for treatment to the Company's First Aid facility.

21.13 Smoking is permitted in designated areas only.

21.14 It is extremely important that the Plant be safe and orderly at all times. With this in mind, full-time Plant guards have been appointed. Their duty is to preserve safety and order according to all security and safety regulations and policies.

21.15 An employee who is injured on the job and is unable to perform their regular duties, will be placed at a job in any Unit, if possible, regardless of their Unit Seniority, provided the work is in the lowest classification, but will be paid his roster rate prior to the disability. Once the employee has been pronounced fit, the employee will return to his normal occupation.

21.16 The Joint Health and Safety Committee will function according to The Occupational Health and Safety Act, its regulations, codes, practices, guidelines and parts 5 and 6 of The Occupational Health and Safety Act in effect on the date of this Agreement. All standards established under the laws shall constitute minimal acceptable practice to be improved upon by the agreement on the J.H.S.C.

Should legislation change, the Union recognizes Management's right to enforce remedies in the event of an act of frivolous nature by an employee under terms of this article.

The Union reserves the right to grieve any disciplinary action.

## **ARTICLE 22 - MAINTENANCE ORGANIZATION AND PROCEDURES**

**22.01** Promotion Schedule will be based upon successful completion of both the accumulated hours and academics associated with each step in the promotion schedule. See Appendix "F".

### **Job Postings - Transfers**

#### **22.02**

- (a) An employee desiring to enter the Maintenance Department must fill out a "Transfer Request" according to Article 16.01.
- (b) There is a 60 calendar day trial period in the Maintenance Department to measure the transferee's practical aptitude. Should the employee be disqualified, he will return to his vacated job and maintain his accumulated Unit seniority.

**22.03** There will be a committee comprising of seven (7) persons, three (3) hourly maintenance men, three (3) salaried maintenance personnel and one (1) neutral person who is a member of the PPG Canada Inc. staff. This committee, known as the Maintenance Evaluation Committee, will:

- (a) Draft the Maintenance Entrance Tests for prospective Maintenance Department employees (excluding Maintenance Labourers).
- (b) Evaluate probationary employees.
- (c) Set up a maintenance training program and report on its implementation in the department.

**22.04** When the Company determines that it is necessary to fill an opening in the Maintenance Unit, in a particular classification, a notice of the opening will be posted in the Plant.

Applicants wishing to **work as** a Maintenance person must meet the following basic requirements:

1. Be physically qualified to perform all duties required of Maintenance.
2. Have a personal technical ability and attitude to troubleshoot, repair and maintain plant facilities and equipment and
3. Must also meet the following requirements for the applicable classification:

**(a) Instrument Electronic Specialist**

- (i) Hold an Industrial Electrician certificate, or equivalent, and be prepared to enrol in the Instrument Mechanic Apprenticeship Programme, or
- (ii) Hold an Electronic Technologist certificate or equivalent.

**(b) Plant Maintainer**

- (i) Hold a Science Technology and Trade Graduation Certificate, or equivalent, or
- (ii) **A** Journeyman's license, or
- (iii) Be prepared to enrol in the Apprenticeship programme related to the job opening.

(c) **Industrial Vehicle Mechanic**

- (i) Hold a Class "A" Inter-provincial Motor Vehicle Certificate, or
- (ii) A Heavy Equipment Mechanic Certificate, or
- (iii) Be prepared to enrol as an apprentice in the Heavy Equipment Apprenticeship programme.

(d) **Building Serviceman**

- (i) Hold a General or Plant Carpenter Certificate, or
- (ii) Be prepared to enrol as an apprentice in the Plant Carpenter Apprenticeship programme.

**22.05 Permanent Maintenance Employee**

- (a) The senior Unit employee who has indicated his/her intentions to enrol in the classification of the vacancy, will fill the position.
- (b) Plant employees who meet the basic requirements, will take the applicable Maintenance Entrance Test. Representative of the Maintenance Evaluation Committee will give the test. The applicant must receive a qualifying grade by a scoring method established by the Maintenance Evaluation Committee.
- (c) In filling the vacancy, the senior applicant, by Plant seniority who receives a qualifying score, will be awarded the job.
- (d) Test results may be seen by an unsuccessful applicant, for any position, together with his steward, if he so wishes.

- (e) Any employee who fails to qualify at this stage will not be eligible for retesting unless the employee can show proof of further personal development through studies in his own time and at his own expense undertaken between each test.
- (f) The four (4) senior plant employees under (b) will be tested for each opening.
- (g) If there are no successful candidates under (a), (b) and (f), the Company reserves the right to hire qualified people directly into the Maintenance Department

The employee would be paid at the Labour Grade their skills level permits, up and including L/G 13. L/G 14/GPM will be paid when the employee has completed all the selected plant systems training courses. A person without a Certificate of Qualification would proceed on the same training program as someone who transferred into Maintenance from a Production Department

#### **22.06 Requirement for a Temporary Maintenance Employee**

- (a) If the Company determines that additional employees are required in a classification on a temporary basis, the classification opening will be posted as a Temporary Opening.
- (b) The opening will be filled by the most senior applicant, by plant seniority, who receives a qualifying score on the Maintenance Entrance test, and providing he indicates, in writing, his intentions to enrol in an Apprenticeship programme for that classification, when, and if, a permanent vacancy occurs in that classification.



- (c) The employee will be given Maintenance Unit seniority and will work, as required, in the prescribed **classification.**

### **Assigned Employees**

**22.07** Employees may be assigned to the Maintenance Department from time to time for extra or special work, such as tank repairs, work order projects, authorization work, etc.

- (a) Assigned maintenance employees **do** not establish any rights which are not also accorded other employees outside the Maintenance Unit in regard to any future assignment as assigned employees in the Maintenance Unit or future openings in the Maintenance Unit.
- (b) Assigned Maintenance Unit employees will be selected on the basis of the availability of people from the various production units, their desire to work in the Maintenance Unit and Mechanical aptitude.
- (c) Students who are qualified on the basis of academic or practical experience can be assigned to assist in the Maintenance Department.

### **Promotions**

#### **22.08**

- (a) Referring to promotion schedule in Article 22.01 the following rules shall apply:
  - (i) All promotions will be along the lines indicated in the Apprenticeship Agreement.

- (ii) Promotions along the lines of either Building Service, Vehicle Mechanic, Plant Maintainer, or Instrument/Electronic Specialist, will be after successful completion of accumulated hours and academics of the Ontario Apprenticeship Program that is applicable to the job opening as referred to Appendix "F".
  - (iii) Promotion to Instrument/Electronic Specialist from G.P.M. will be for those holding an Industrial Electrical Certificate or equivalent, and completion of the Instrument Specialist Apprenticeship contract, or an Electronic Technologist or Technician Certificate.
  - (iv) A Maintenance employee must complete one Apprenticeship Contract before commencing a second training program or contract.
- (b) Upon successful completion of an apprenticeship and issue of a Certificate of Qualification, the employee will receive \$0.25/hour bonus on top of his labour grade.
- (c) Following the lines of promotion of Appendix "F", an employee may enrol in any other course related to his ability and job openings. He/she would retain the highest labour grade attained at that time. Upon successful completion of successive apprenticeships, the employee will receive an additional \$0.25/hour bonus for obtaining other Certificates of Qualifications outlined in 22.12 (a), (d) and (e).

- (d) During the apprenticeship of Plant Maintainers, all the plant systems training will be included. The GPM Labour Grade **will be paid** upon successful completion and understanding of these plant systems courses and the apprenticeship. The Company will endeavour to keep the majority of the employees work assignments related to the apprenticeship he/she is enrolled in. However, it is to be clearly understood that this is not to be construed as having choice over a particular job or work assignment. Cross-training is expected of all Maintenance personnel so as to be able to maintain, troubleshoot and repair all plant systems.
- (c) Under no circumstances will an employee be paid an additional bonus (25 cents) for related or similar trades or skills not outlined under 22.12 (a), (d) and (e).

### **Disqualification**

#### **22.09**

- (a) A Plant Maintainer, Building Serviceman, Industrial or Vehicle Mechanic may be disqualified if:--
- An** employee who fails to meet work standards on any step will return to the bottom step of the employee's job classification.
- (b) When any party of the Apprenticeship Agreement wishes to cancel said agreement, each representative will receive a copy of that request.
- (c) Those employees who began an Apprenticeship Contract after October 1, 1999 and who fail to complete the Apprentice Contract, will be removed

from that position and reassigned to the employee previous classification.

Those employees who entered an Apprenticeship Contract prior to October 1, 1999, who fail to fulfil the terms of the Apprenticeship Contract on any step, will return to the bottom step of the employee's job classification.

### **Distribution of Overtime**

#### **22.10**

- (a) Insofar as it is practical and consistent with efficient operation, the Company will endeavour to divide overtime equally among the Plant Maintainers. Normally those already working on a job will be asked to work overtime until its completion. The Company reserves the right to choose the people qualified for a particular overtime job.
- (b) In the event of an emergency, employees in the Maintenance Department are expected to work overtime. If an employee does not wish to work in such a case, he must continue working until a suitable replacement can be found.

### **Work Schedules**

#### **22.11**

##### **(a) Continuous Plant Maintenance Shift Work**

These shift jobs will rotate according to Appendix "C" or "D".

- (i) No scheduled time for lunch period has been established for continuous maintenance employees; however eating periods for a continuous employee may be taken as efficient operations will permit. (see 25:01 (c))

(b) Non-Continuous Plant Maintenance Work

Working hours for individuals in this group will be according to Article 9.04 (a) and 9.04 (b).

- (i) The Company will provide a thirty (30) minute lunch period within 11:30 a.m. and 1:00 p.m. for non-continuous maintenance employees. On occasion, it may be necessary to work through the period 11:30 a.m. - 1:00 p.m. in order to complete a particular assignment. **Any** employee who is so instructed by a Supervisor, will be paid thirty (30) minutes at the appropriate overtime rate and a Supervisor will provide a thirty (30) minute lunch break later in the shift.

**Permanent Organizations**

**22.12**

- (a) Plant Maintainer Grades 1-4. It is recommended that employees in the Maintenance Unit study the following subjects related to Plant Maintenance: electrical, machine work, pipe fitting, welding and blacksmithing, heat treating, sheet metal work, combustion, instruments and controls, heating ventilation and air conditioning, and operation of engines and other work necessary to maintain plant facilities.
- (b) Equipment Operator. Regularly assigned to operate trucks, tractors, snow blowers and similar equipment.
- (c) Labourer. Normally assigned to work requiring little technical ability. May assist other classifications.

- (d) Industrial Vehicle Mechanic. Regularly assigned to the servicing, repair and maintenance of mobile equipment and internal combustion engines. May be assigned to other work in the Maintenance Department if their regular job is not available.
- (e) Building Serviceman. Normally assigned to servicing, repairing, adding to the Plant Buildings. May be assigned to other work in the Maintenance Department if their regular job is not available.
- (f) The Company will supply and maintain coveralls to each permanent and temporary Maintenance employee.

### **Training Programme**

#### **22.13**

- (a) Attendance of a Maintenance Employee at a training course such as day release given by instructors outside the plant will depend upon the ability of the employee to understand and profit by the course as judged by the Maintenance Supervision and recommended by the Maintenance Evaluation Committee and paid at his base rate.
- (b) The Company will provide in-plant training, demonstrations, and instruction on plant systems and equipment peculiar to the Plant. An employee attending these training sessions will be paid at his base rate.
- (c) Employees are encouraged to participate in courses in basic trade skills given outside the Plant. These courses will be attended on the employees' own time. The Company will pay one-half the reg-

istration upon proof of registration and the balance upon proof of successful completion of the course. The employee is expected to pay the course fee and be reimbursed by submission of receipts and proof of payment.

- (d) When the employee is taking the standard block release apprenticeship program out of town, the Company will pay the employees' normal hourly rate for time they would have been normally scheduled to work. In the event that compensation is available to the employee from any Government Agency, the Company is obligated to pay only the difference in pay.
- (e) Maintenance personnel will provide assistance and instruction to the apprentice as part of the ongoing training and as directed by Maintenance Supervision.
- (9) In response to our discussion concerning Maintenance Training, the Company is willing to charge the Maintenance Evaluation Committee with the responsibility of developing and recommending an in-plant training program for Maintenance Unit employees. The program will consist of courses that are important to Plant Maintenance such as Power Transmission, Instrumentation, Welding and other such courses. These program will be comprehensive in nature and involve the necessary time to properly present the subject matter. Such training will be paid for by the Company and conducted during the regular work schedule.

## **Reduction in Force**

### **22.14**

- (a) If a reduction in force is necessary in the Maintenance Department, and after manning levels in each job classification have been decided by Management, layoffs will be by Unit seniority. A Maintenance person so displaced shall have the right to bump into any Maintenance classification where his/her unit seniority will hold him/her, providing he/she is qualified to perform the job.
- (b) Any apprenticeships that are underway at the time of layoff and that would be affected, will be frozen for as long as the Ontario Apprenticeship Director will allow, or until the affected employee returns to his normal classification.
- (c) In the event of a layoff from the Maintenance Department, affected employees will be assigned according to Article 17.03.

## **Maintenance Staffing**

**22.15** When maintenance staffing adjustments are required, the Company is only obligated to have a certain number of Apprentice Contracts at one time.

<u>PM Classification</u>	<u>Apprentices</u>
Five (5)	One (1)
Ten (10)	Two (2)
Fifteen (15)	Three (3)
Twenty (20)	Four (4)



<u>L.V.M. Classification</u>	<u>Apprentices</u>
Three (3)	One (1)
Six (6)	Two (2)
<u>B.S. Classification</u>	<u>Apprentices</u>
Two (2)	One (1)
Four (4)	Two (2)

Nothing in this Article requires the Company to add apprentices unless an opening **exists**.

**22.16** The Company agrees to deduct Canadian Skilled Trades Council dues as may be adopted by the Canadian Skilled Trades Council.

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 that calendar year.

**22.17** The Company agrees that it will give priority to its own employees in performing Maintenance work, provided that the Company has the manpower, skills, equipment and facilities to do so and the work can be performed to required specifications and within projected time limits.

The Company further agrees that it will not sub-contract work normally and historically performed by the Maintenance group if employees in the Maintenance group are on lay-off. It is understood that this will not apply in cases where the Company does not have the manpower, skills, equipment and facilities to do so, and the work can be performed to required specifications and within projected time limits.

The Company will notify the Local Union's Maintenance Unit Representative whenever it intends to sub-contract work and will afford the Union an opportunity *to* discuss the matter, so long as the Union does so in a timely manner.

The Company further agrees that it will on a quarterly basis meet with the Maintenance Unit representative to review any contract work performed in the previous quarter. Contract work planned for the next calendar quarter will also be reviewed.

## **ARTICLE 23 - LEAVE OF ABSENCE**

**23.01** Permanent employees may **make** written requests for leave of absence without pay and without loss of seniority for specific reasons and their seniority will accumulate during such leave. The Company shall determine the validity of such requests and evaluate their effect on production requirements before approving or disapproving such request. Such leaves of absence will not exceed three (3) months. Extensions to these leaves may be applied for **and** such extensions will be judged on their merit.

**23.02** The following requests for Leave of Absence will be granted **upon** application to the Company:

- (a) Entrance into the Military Service.
- (b) **An** employee is elected or appointed to a public or union office.

The Company shall not be obligated to have in effect **at** any time more than two (2) such leaves of absence

and may specify that application shall be made for annual renewals of such leaves, which will be granted upon application. To enable attendance at Union Conferences, Conventions, Meetings, Safety Conferences and Seminars, the Company will arrange coverage for one employee per shift per unit working if there are three (3) or more employees in a unit on that shift. Notice of the name of the persons to be on Leaves of Absence to be given to the Human Resources Department on Tuesday of the week preceding. Others wishing to attend will be required to arrange for a suitable replacement. Company supervisors will assist, if requested, in finding replacements.

**23.03** Having been granted a leave, the employee must return to work at the expiration of this leave or earlier, unless an extension has been submitted and granted by the Company or be considered quit.

**23.04** Employees returning from a leave of absence will follow the procedure under 28.01 or 28.02, whichever is applicable.

## **ARTICLE 24 - BULLETIN BOARDS**

**24.01** The Union is to have the use of ten (10) bulletin boards in the Company's Plant, the areas to be chosen by the Union and installed by the Company for that purpose. Notices may be posted on such boards provided that such notices shall receive the approval of the Company or its representative before posting. The subject matter of such notices shall be restricted to matters pertaining to recreational activities, social activities or notices of meetings. Any notice posted on Plant boards shall have a posting date and a takedown date.

24.02 Except as herein provided, there shall be no posting of notices, cards, pamphlets or literature of any kind on the Company's property without written permission from the Management.

## **ARTICLE 25 - LUNCH AND REST PERIODS**

### **25:01**

- (a) An employee in a non continuous shift operation, will have a thirty (30) minute unpaid lunch period as near the middle of his shift as efficient operations will permit and a ten (10) minute paid break period in the first and second half of his shift.
- (b) An employee in a live day continuous shift operation, will have a thirty (30) minute paid lunch period near the middle of the shift. Because of the nature of the work in some jobs, it is expected that lunch can be eaten at the convenience of the employee when his job is under control. Relief personnel are available to provide an opportunity for the employee to use the vending machines service. Such an employee will have a ten (10) minute break in the first and second half of his shift.
- (c) An employee in a seven day continuous operation, will have three break periods and two eating periods totalling seventy-five (75) minutes per shift. Because of the nature of some jobs, it is expected that the break and meal periods can be taken at the employee's convenience, when his job is under control. Relief personnel are available to provide

an opportunity for the employee to use the vending machine service

The Company shall provide a closed in area where the employees may eat.

### **General**

**25.03** It is understood that an employee will not take his break or leave his job for any reason without being properly relieved or having the permission from his Supervisor.

## **ARTICLE 26 - LABOUR GRADES AND WAGE RATES**

1. The listing of job titles and their Labour Grades appear on Appendix "B". (reference) Maintenance Labourers to receive L/G 7 while operating equipment.

**26.02** The listing of wage rates appear on Appendix "A" and "F".

**26.03** An employee shall receive his roster rate in the case of a permanent promotion or the temporary rate in the case of a temporary promotion whichever is the higher.

### **Exceptions**

- (a) In training for a job by overmanning, to understudy the man performing the job, the employee who is temporarily training would receive his roster rate.
- (b) An employee who has not called the Guard before his shift starting time that he will be late and is

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permitted by the Supervisor to enter the Plant, will be paid his roster rate.

- (c) **An** employee returning to work after being absent for less than thirty (30) consecutive days who has failed to call in two (2) hours prior to his shift starting time, may be permitted to enter the Plant. If admitted, he would be assigned any work that day and be paid the rate of the job for the work performed.

## **ARTICLE 27 - ABSENTEEISM**

**27.01** The employee will call the Guard not later than two (2) hours before his shift starting time that he will be absent.

**27.02** The employee who has called the Guard before his shift starting time that he will be late, will take his roster job when he arrives for work.

**27.03** The employee who has not called the Guard before his shift starting time that he will be late, must report to the guard on duty at the main gate on his arrival at the plant. The guard will contact the Supervisor for approval to admit the employee. The Supervisor may permit the employee to enter the plant; if admitted, the employee would be assigned any work that day and be paid his roster rate.

**27.04** The Supervisor will decide if the opening is to be filled during the period of absenteeism.

**27.05** If the opening is to be filled on a shift, the Supervisor will determine if he will temporarily promote and/or man the shift by overtime.

27.06 Repeated unexcused absence will be cause for disciplinary action.

## **ARTICLE 28 - REPORTING BACK TO WORK**

28.01 Reporting back to work after being absent for less than thirty (30) consecutive days.

- (a) All employees reporting back to work after being absent for less than thirty (30) consecutive days should call the guardhouse as soon as possible, but not later than two (2) hours prior to his scheduled shift starting time.
- (b) Provided the employee has called the two (2) hours prior to his regular shift, he will return to his Unit on a step according to his qualifications and Unit seniority.

If the employee has not called in the two (2) hours prior to his scheduled shift, he may be permitted to enter the Plant. If admitted, he would be assigned any work that day and be paid the rate of the work performed.

- (c) A final Doctor's certificate may be required by the Company before an employee can resume work after an illness or injury which causes an absence of between ten (10) and thirty (30) consecutive days.

28.02 Reporting back to work after being absent for thirty (30) or more consecutive days.

- (a) All employees reporting back to work after being absent for thirty (30) or more consecutive days,

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must notify the Personnel Office before returning to work. The Company will inform the employee of the shift and Unit in which he will work.

- (b) The employee will work, if there is a vacancy, in the classification he was in prior to being absent. If there is no vacancy, the employee will work on a shift in a position he is qualified for until he returns to his normal job. He will be paid the current rate of the job he was on prior to being absent.  
or
- (c) In cases where the employee has notified the Personnel Office by noon Wednesday of the week prior to returning to work, he will return to his Unit on a step according to his qualifications and Unit seniority.
- (d) A physical examination by the Company Doctor may be required for employees returning to work after an absence due to illness or injury exceeding thirty (30) consecutive days. Should there be any dispute of objective medical condition between the Company Doctor and the employee's personal physician, the case may be referred to an impartial third doctor or clinic selected by the two physicians for a determination. The cost of such third opinion will be paid for by the Company.

**28.03** An employee returning after a leave of absence (refer to Article 23), will return to the roster position in his Unit according to his qualifications and Unit seniority provided he return to work on the date and time shown on his Leave of Absence form or earlier unless an extension has been submitted to and granted by the Company.



## **ARTICLE 29 - NO STRIKE, NO LOCK-OUT CLAUSE**

**29.01** It is understood that there shall be no strike, sit-down, slowdown or work stoppage during the term of this Agreement, nor shall any officer or official of the Union assist or encourage any strike, sit-down, slowdown or work stoppage during the term of this Agreement, or **at** any other time until a vote by secret ballot is taken.

**29.02** If any employee or group of employees represented by the Union should violate the intent of this paragraph, the Union, through its proper officers, shall promptly notify the Company and such employee or employees in writing of its disapproval **of** such violations. Such repudiation of this unlawful act shall be communicated to the Company in writing within twenty-four **(24)** hours after the cessation of work or the formation of a picket line. The Company reserves the right to discharge or otherwise discipline any employee who violated the provisions **of** this paragraph. A claim of unjust discharge or discipline may be the **sub-**ject for a grievance and dealt with as provided in Article 6.

**29.03** The Company will not engage in any lock-out during the term of this Agreement, except where a violation of the no strike clause has been carried out by members of the Union.

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## ARTICLE 30 - DISCIPLINARY PROCEDURE

**30.01** Our rules and regulations are the kind that responsible people will recognize as necessary and reasonable. Most employees will ordinarily not need to be reminded of them. However, irresponsible acts by thoughtless employee(s) will merit disciplinary action when the Plant rules have been violated.

**30.02** The degree of disciplinary action taken regarding a particular offence shall be determined by a number of factors, including the employee's past record, the seriousness of the offence, its effect on the orderly operation of the Plant, its effect on other employee(s) and its effect on Company and employee(s) property.

**30.03** It is agreed however, that the record of disciplinary action placed against an employee shall not be used against him after the lapse of one year from the date of issue.

**30.04** The disciplinary procedure for **Works** No. 84 is as follows:

### **Recorded Verbal**

(a) This is a verbal **warning** by the Supervisor and is recorded, but will not become part of the employee's record.

### **Formal Reprimand**

(b) This is written by the Supervisor. The Supervisor makes the warning official by filling out a special report, denoting the incident and it becomes part of the employee's record. A duplicate copy is given to the employee by the Supervisor to advise the employee of his situation. A copy will also be forwarded to the Local Union President.

## **Suspension**

- (c) **A** suspension for more serious or series of offences than covered by a formal reprimand will be written by the Supervisor after consultation with his Department Head or his designated representative.

**A** suspension will be given to an employee who has a formal reprimand on his record and it is necessary to take a firmer step to enforce the rules.

The suspension is a special report stating full details of the offence and giving the dates of when the suspension commences and when the employee is to return to work. The report becomes an entry on the employee's record with a duplicate being given to the employee and the Local Union President.

## **Discharge**

- (d) (i) Immediate Discharge (see Article 6).

The employee's services may be terminated for just cause. Examples of practices which will not be permitted and will be subject to discharge are:

- (a) Insubordination and refusal to comply with work orders.
- (b) Committing any act of violence, fighting or improper conduct on Company premises.
- (c) Theft, or removal of Company property or another employee's property without authorization.
- (d) Bringing into the plant, using, possessing, or being under the influence of alcoholic beverages or narcotics on Company premises.

- (c) Threatening, intimidating, coercing or interfering with other employees on Company premises.
- (f) Participating in gambling, organized lotteries or games of chance on Company premises unless authorized by the Director of Human Resources.
- (g) Unauthorized possession of radios, cameras, firearms or weapons on Company premises.
- (h) Intentionally defacing, damaging or destroying any Company tools, equipment, property or products.
  - (ii) The employee may examine his personal record by making prior arrangements with the Director of Human Resources.

## **ARTICLE 31 - GENERAL INFORMATION**

### **Distribution of Literature:**

**31.01** Private distribution of any literature, or solicitation of funds by the employees or other parties for other agencies, is prohibited within the Plant without prior approval of the Plant Manager or his representative.

### **Appendix:**

**31.02** All Appendices referred to by the Articles in this Agreement shall become a part of this Collective Agreement.

### **Pay Policies:**

#### **31.03**

(a) Pay Day - Pay day will be once per week. Pay advice will be distributed by the Supervisors as follows:

8:00 a.m. to 4:00 p.m. shift (if not scheduled Friday) - Thursday

4:00 p.m. to Midnight shift - Thursday

Midnight to 8:00 a.m. shift - Friday

8:00 a.m. to 4:00 p.m. shift - Friday

- (b) If a paid holiday falls on Friday, the above procedure will start on Wednesday.
- (c) Wages shall be exempt from any deductions, other than those specifically authorized by the employec in writing or which are deducted as required by law, or in accordance with this Agreement.

**Verification of Time Card:**

- (d) At the end of each scheduled work week, the Supervisors will initial the hours worked in the pay period. This total will be shown to the employee, if he agrees with the total hours and the occupations shown, he will indicate his approval by affixing his signature. Any disagreement must lie resolved as soon as possible. No pay cheque will be issued for an unsigned time card. If a genuine error is found after the verification, the employec or employer has recourse to have the error corrected.
- (e) All payment will be by direct deposit by 2:00 p.m. on the Thursday following the week worked.

**31.04** – The Company agrees to have rosters reflect the proper time off when changing shifts.

## **ARTICLE 32 - DURATION OF CONTRACT**

**32.01** This Agreement shall remain in force from the first day of October, 2002 and will continue to be effective until the 30th day of September, 2005 and will continue in force year to year thereafter unless a written notice of termination or amendment is given by one party to the other within the ninety (90) day period immediately preceding the 30th day of September, 2005 or the anniversary date of any subsequent annual extension.

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

IN WITNESS WHEREOF the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives the day and the year first above written.

Signed this 3rd. day of October 2002

**FOR National  
Automobile, Aerospace,  
Transportation and  
General Workers Union  
of Canada (CAW)  
and its Local 248**

**FOR PPG CANADA  
INC.**

Delbert Raney

Scott Cameron

Walter Burrell

Eric Recalla

Paul Warmington

Ria Grummett

Norm Walker

Mark Shoemaker

John Hopps

Joe O'Malley

Jim Cunningham

Herm Bono

Jim Robinson (CAW Rep)

APPENDIX "A"

WAGE SCHEDULE - PRODUCTION

L/G	<u>October 1 2001</u>	<u>October 1 2002</u>	<u>October 1 2003</u>	<u>October 1 2004</u>
2	18.10	18.64	19.20	19.59
3	18.18	18.73	19.29	19.67
4	18.25	18.80	19.36	19.75
5	18.31	18.86	19.43	19.81
6	18.38	18.93	19.50	19.89
7	18.45	19.00	19.57	19.97
8	18.51	19.07	19.64	20.03
9	18.60	19.16	19.73	20.13
10	18.81	19.37	19.96	20.35
11	18.92	19.49	20.07	20.47
12	19.04	19.61	20.20	20.60
13	19.17	19.75	20.34	20.75

Any employee hired after October 1, 1999, will be paid two dollars (\$2.00) per hour less than the applicable labour grade for the first six (6) calendar months of employment; one dollar (\$1.00) per hour less than the applicable labour grade for the next six (6) calendar months of employment; and fifty cents (\$.50) per hour less than the applicable labour grade for the next six (6) calendar months of employment.

Effective upon successful ratification of this Collective Agreement, the Company will pay to each employee actively at work or receiving Weekly Indemnity payment on October 1, 2002, a three hundred dollar (\$300.00) signing bonus.



**APPENDIX “B”**  
**JOB CLASSIFICATIONS**

**JOB TITLES**

**Labour Grade - 2**

Auxiliary Utility

**Labour Grade - 3**

**Labour Grade “K”**

Maintenance Labourer

**Labour Grade- 5**

Batch Material Handler

Glass Processor

**Labour Grade “J”**

Assigned Maintenance

Building Serviceman -  
Class 4

**Labour Grade - 6**

Fabrication Operator

**Labour Grade “I”**

Building Serviceman -  
Class 3

**Labour Grade - 7**

Glass Attendant

Utility

Transport Operator

Equipment Operator

**Labour Grade “H”**

Building Serviceman -  
Class 2

**Labour Grade - 8**

**Labour Grade - 9**

Industrial Vehicle Mechanic - Class 4

**Labour Grade - 10**

Process Attendant

Cutting Operator

**Labour Grade “G”**

Plant Maintainer - Class 4

General Vehicle Mechanic  
- Class 4

Building Serviceman Class 1

**Labour Grade “C”**

Qualified Building Service

**Labour Grade – 11**

Tank Repairman

**Labour Grade “F”**Plant Maintainer - Class 3  
General Vehicle Mechanic  
- Class 3**Labour Grade – 12****Labour Grade “E”**Plant Maintainer - Class 2  
General Vehicle Mechanic  
-- Class 2**Labour Grade – 13**

Process Controller

**Labour Grade “D”**Plant Maintainer - Class 1  
General Vehicle Mechanic  
– Class 1**Labour Grade “B”**Plant Maintainer I (C of Q)  
Industrial Vehicle  
Mechanic (C of Q)**Labour Grade – 14****Labour Grade “A”**General Plant Maintainer  
Instrument Specialist  
General Vehicle Mechanic

**Group Leader** - Functions of a Group Leader are to co-ordinate work assignments while performing his or her normal work. The pay for this person to be fifty cents (\$.50) per hour above his/her roster rate.

Group Leader is designated in this Appendix “B” for pay purposes only and is not a separate job classification.

During the term of this Agreement, if there **is** any reclassification of jobs or new jobs, the Company will set the rate ~~of~~ the **changed** or new **job** and will notify the President of the Local Union. If a complaint **is** not made within thirty **(30) days** from the initial use of this rate, it shall be considered final. If in disagreement, the Union can file a grievance.

**APPENDIX "C"**  
**SHIFT ROTATION SCHEDULE**  
**FOR 7 DAY CONTINUOUS OPERATION**

	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
<b><u>Week 1</u></b>							
6:30 p.m. – 6:30 a.m.	C	B	B	B	D	D	D
6:30 a.m. – 6:30 p.m.	A	A	A	A	C	C	C
Days Off	D	D	D	D	B	B	B
Days Off	B	C	C	C	A	A	A
<b><u>Week 2</u></b>							
6:30 p.m. – 6:30 a.m.	D	C	C	C	A	A	A
6:30 a.m. – 6:30 p.m.	B	B	B	B	D	D	D
Days Off	C	D	D	D	B	B	B
Days Off	A	A	A	A	C	C	C
<b><u>Week 3</u></b>							
6:30 p.m. – 6:30 a.m.	A	D	D	D	B	B	B
6:30 a.m. – 6:30 p.m.	C	C	C	C	A	A	A
Days Off	B	B	B	B	D	D	D
Days Off	D	A	A	A	C	C	C
<b><u>Week 4</u></b>							
6:30 p.m. – 6:30 a.m.	B	A	A	A	C	C	C
6:30 a.m. – 6:30 p.m.	D	D	D	D	B	B	B
Days Off	A	B	B	B	D	D	D
Days Off	C	C	C	C	A	A	A

**APPENDIX "D"**  
**SHIFT ROTATION SCHEDULE**  
**FOR 5 DAY CONTINUOUS OPERATION**

<b><u>Week 1</u></b>	<b>Mon.</b>	<b>Tues.</b>	<b>Wed.</b>	<b>Thurs.</b>	<b>Fri.</b>
12-8	A	A	A	A	A
8-4	B	B	B	B	B
4-12	C	C	C	C	C

<b><u>Week 2</u></b>					
12-8	C	C	C	C	C
8-4	A	A	A	A	A
4-12	B	B	n	B	B

<b><u>Week 3</u></b>					
12-8	B	B	B	B	B
8-4	C	C	C	C	C
4-12	A	A	A	A	A

**APPENDIX "E"**  
**PRIMARY GLASS FORMING DEPARTMENT**  
**UNIT PROMOTION SCHEDULE**

Batch Material Unit	Primary Glass Forming Unit	
L/G 5 Batch Material Handler	L/G 13 Process Controller	
	L/G 10 Back-up Process Controller	L/G 11 Hot Tank Repair
	L/G 10 Process Attendant	
L/G 2 Auxiliary Utility		

1. Process Attendant and Tank Repairman will assist each other as directed by Supervision.
2. Hot Tank Repair  
 Future permanent openings in the Hot Tank Repair occupation will be filled according to the following procedure:

- (a) Employees in the PGF Unit will be canvassed for interest. The employee with the greatest PGF Unit seniority will be selected provided they satisfy the physical requirements for the position.
- (b) Employees in the plant will be canvassed for interest. The employee with the greatest plant seniority will be selected provided they satisfy the physical requirements for the position.
3. Back-up Process Controller will be paid L/G 10 for six (6) hours and L/G13 for six (6) hours and will be considered a promotion for Process Attendant.
4. Employees in the Back-up Process Controller position will complete duties of a Process Attendant.
5. Process Controller to receive Group Leader rate while training or any absence of a Team Leader or Shift Supervisor for a full shift.
6. Hot Tank personnel who are qualified as Back-up Process Controllers, may be utilized to fill vacancies (breaks, absences, etc.) and for overtime purposes for the back-up Process Controller and Process Controller position.
7. Union to acknowledge Process Controller Training Program as previously presented.
8. Fully qualified is defined as successful completion of Aptitude Tests and Eight Week Process Controller Training Program.

9. Aptitude tests to be graded by an independent consultant.
10. Off shift Super Sac to be handled by PGF employees.
11. On a non-precedent setting basis, the Company will allow Jim Moyer and John Rawlings one final opportunity to take Process Controller Aptitude testing when they become eligible under the new procedure.
12. Management discretion whether vacation relief is required.



**APPENDIX "F"**

**MAINTENANCE DEPARTMENT WAGE SCHEDULE**

	Old	New	Sept. 30, 2002	Oct 1, 2002	Oct. 1, 2003	Oct 1, 2004
	L/G 14+.55	L/G "A" G.P.M. & I.V.M.	\$20.03	\$20.63	\$21.25	\$21.68
	L/G 13+.55	L/G "B" P.M. 1 & I.V.M.	\$19.72	\$20.31	\$20.92	\$21.34
66	L/G 10+.55	L/G "C" Qualified B.S.	\$19.36	\$19.94	\$20.54	\$20.95
	L/G 13	L/G "D" P.M. 1 & I.V.M.	\$19.17	\$19.75	\$20.34	\$20.75
	L/G 12	L/G " E P.M. 2 & I.V.M.	\$19.04	\$19.61	\$20.20	\$20.60
	L/G 11	L/G "F" P.M. 3 & I.V.M.	\$18.92	\$19.49	\$20.07	\$20.47
	L/G 10	L/G "G" P.M. 4 & I.V.M.	\$18.81	\$19.37	\$19.96	\$20.35
	L/G 7	L/G "H" B.S. 2 & E.O.	\$18.45	\$19.00	\$19.57	\$19.96
	L/G 6	L/G "I" B.S. 3	\$18.38	\$18.93	\$19.50	\$19.89
	L/G 5	L/G "J" B.S. 4 & A.M.E.	\$18.31	\$18.86	\$19.43	\$19.82
	L/G 3	L/G "K" M.L.	\$18.18	\$18.73	\$19.29	\$19.68

Instrument/Electronic Specialists (I./E.S.), General Plant Maintainers (G.P.M.), Industrial Vehicle Mechanics (I.V.M.), Plant Maintainer 1 (P.M. I), Building Serviceman (B.S.) who have successfully completed an Apprenticeship outlined in Article '22.12 (a), (d) **and** (c) and have received a Certificate of Qualification for such, will receive \$0.25 (twenty-five cents) on their L/G. (see Article 22.08).

Instrument/Electronic Specialists (I./E.S.) receive an additional \$0.50 (fifty cents) above L/G "A" (Break-down: \$0.25 for promotion; \$0.25 for the Instrument Mechanic C of A).

Effective October 1, 2002 increase the rate of each maintenance classified employee deemed certified, by \$.10 (ten cents).

Effective October 1, 2003 increase the rate of each maintenance classified employee deemed certified, by \$.10 (ten cents).

Effective October 1, 2004 increase the rate of each maintenance classified employee deemed certified, by \$.10 (ten cents).

**APPENDIX "G"**  
**PRIMARY GLASS PROCESSING**  
**DEPARTMENT**  
**UNIT PROMOTION SCHEDULE**

Primary Glass  
Processing Unit

L/G 10  
Cutting  
Operator

L/G 7  
Glass  
Attendant

L/G 5  
Glass  
Processor

L/G 2  
Auxiliary  
Utility

L/G 5 - Class Processor classification will be limited to:

1. Individuals who are limited under the roster in effect on 10-01-90.
2. Auxiliary Utility's who come from other Units.
3. Summer vacation replacements.

Employees in this classification will not promote up unless qualified to perform Glass Attendant duties.

Employees in L/G 7 will perform Glass Processor duties as assigned.

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**APPENDIX "H"**  
**FABRICATED PRODUCTS DEPARTMENT**  
**UNIT PROMOTION SCHEDULE**

Fabricated Products Unit

L/G 6  
Fabrication  
Operator

L/G 2  
Auxiliary  
Utility

**APPENDIX "I"**  
**MANUFACTURING SERVICES DEPARTMENT**  
**UNIT PROMOTION SCHEDULE**

Transport Unit

L/G 7  
Transport  
Operator

L/G 2  
Auxiliary  
Utility

**APPENDIX "J"**  
**PLANT SERVICES DEPARTMENT**  
**UTILITY PROMOTION UNIT SCHEDULE**

L/G 7     Utility Operator

L/G 2     Auxiliary Utility

**CALLING OVERTIME ON THE TWELVE HOUR SHIFT**

For an employee who is scheduled to work the **A, B, C, or D** shift, overtime will be firstly offered to qualified employee who is lowest in overtime and who is on his scheduled days off, then the provisions of Appendix "K" of the current Collective Agreement will be followed.

**APPENDIX "K"**  
**FILLING SHIFT BY OVERTIME**

**K.01** If overtime is required on openings to fill the incoming shift, the Supervisor will do so by the following steps:

**Step 1**

The employee who is on the outgoing shift working in the classification where there is an opening (including temporary promotions), will be asked first to continue working, starting with the lowest in overtime.

**Step 2**

Other employees on the offshifts in the same classification as the opening, starting with the low in overtime employee, will be called.

**Step 3**

A qualified employee on the classification below (including temporary promotions) who is lowest in overtime, beginning with the shift that is working, will be asked to work overtime. In which case the employee on overtime will perform work in his own classification and the senior qualified shift employee will be promoted to fill the vacancy. [Refer to 15.03(a)(iii)].

**Step 4**

Employees on the classification above, starting with the lowest in overtime, first beginning with the outgoing shift, will be asked to work overtime. In which case the employee on overtime will perform the work in the classification below, but will receive his own roster rate.

**Step 5**

If the Company finds it impossible to fill the oncoming shift having exhausted the Steps 1-4, the following procedure will apply:

Should the overtime require eight (8) hours manning and the employee affected in Steps 1-4 desires only four (4) hours (not five, six or seven hours) work, the Supervisor can give his approval and proceed under Steps 1-4 to man the shift for the remaining four (4) hours.

**Step 6**

If the Company finds it impossible to fill an oncoming shift having exhausted the previous steps and the temporary promotion steps, the Supervisor

will approach the Union Steward on the shift and they will mutually agree on how to fill the oncoming shift.

K.02 The employee who is working his roster job or has been temporarily promoted will remain on the job for one (1) hour or until he is relieved by his roster relief or instructed by the Supervisor to finish work, whichever occurs first.

K.03 An employee leaving one classification and entering into another classification in the same Unit, will carry his accumulation overtime record to his new classification. An employee transferring to another Unit will adopt the highest overtime hours in the new classification.

K.04 All pre-planned and/or pre-arranged overtime will be in accordance with the procedure outlined above, at the time arrangements are made.

K.05 **An** employee will not be called/asked to work overtime while on vacation, jury duty, bereavement leave or union business.

K.06 If overtime is refused under any circumstances, the equivalent number of paid hours will be added to the employee's worked total.

**APPENDIX "L"**  
**COST OF LIVING**

- (a) For the period October 1, 2002 to September 30, 2003, the Company will provide a payment of two hundred and fifty dollars (\$250) if the Consumer Price Index (1992=100) exceeds two percent (2%) in excess of October 2002 Index. If the Index exceeds three percent (3%), the Company will provide an additional one hundred dollar (\$100) payment; and if the Index exceeds four percent (4%), another one hundred dollar (\$1 00) payment will be provided.
- (b) For the period October 1, 2003 to September 30, 2004, the Company will provide a payment of two hundred and fifty dollars (\$250) if the Consumer Price Index (1992=100) exceeds two percent (2%) in excess of October 2003 Index. If the Index exceeds three percent (3%), the Company will provide an additional one hundred dollar (\$100) payment; and if the Index exceeds four percent (4%), another one hundred dollar (\$100) payment will be provided.
- (c) For the period October 1, 2004 to September 30, 2005, the Company will provide a payment of two hundred and fifty dollars (\$250) if the Consumer Price Index (1992=100) exceeds two percent (2%) in excess of October 2004 index. If the Index exceeds three percent (3%), the Company will provide an additional one hundred dollar (\$1 00) payment; and if the Index exceeds four percent (4%), another one hundred dollar (\$100) payment will be provided.



## LETTERS OF INTENT

### 1) TECHNOLOGICAL CHANGE

October 1, 2002

Mr. Delbert Raney  
President Local 248  
National Automobile, Aerospace, Transportation  
And General Workers Union of Canada  
(CAW-Canada)  
Owen Sound, Ontario

Dear Mr. Raney:

The Company agrees that with the introduction of technological change in the manufacturing process, it is important that there be advance planning in conjunction with the Union. The Union will be notified of any technological change which is seriously considered and which will change the assignment of employees within the bargaining unit. As well, the Company will discuss with the Union and consider practical ways and means to develop programs of training and position assignment which support these technological changes. As a general guideline it is agreed that workers affected by the introduction of technological changes will have an opportunity to apply themselves to new skills job assignments. Senior employees will be considered over junior employees in the assignment of positions. The Company will meet and discuss with representatives of the Union training programs which will afford employees an opportunity to learn the new methods or skills associated with any technological

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change in the process. Employees will be paid while receiving **on** the job training.

Eric Recalla,  
Director, Human Resources.

## 2) **PROCESS CONTROLLEKS**

To ensure that a minimum of eight competent employees are available for the Process Controller position in the P.G.F. Unit, the following procedure will apply:

In the choice **of** personnel, the Company will give first consideration to employees holding P.G.F. Unit Service. Therefore, **all** employees holding P.G.F. Unit Service will be canvassed whether they wish to accept training for the new job. From those who accept, the four senior P.G.F. Unit employees will then commence indoctrination.

The indoctrination will consist of classroom type and on the job instruction and will be of approximately one week (shift) duration. During this period, the employee *can* indicate that the new job is beyond his potential.

At the end of this indoctrination period, the employee will be given a written test. Prior to the test, the employee will be given a 1-1/2 to 2 hour classroom orientation.

The employee must pass the written test to be considered for training.

Each week during the ensuing eight x seven day working skills, the progress of the trainee will be assessed by the Company. An employee will be disqualified at any time should he fail to meet the standards required for this position.

Training will continue until a minimum of eight P.G.F. Unit employees are competent in their performance of the new job.

If there are insufficient qualified P.G.F. Unit employees, the job will be posted in the Plant and applicants will be processed according to their Plant service.

### 3) **DISABILITY DISPUTE RESOLUTION PROCESS**

October 1, 2002

Mr. Jim Robinson  
International Rep  
National Automobile, Aerospace, Transportation  
And General Workers Union of Canada  
(CAW-Canada)  
Owen Sound, Ontario

Dear Mr. Robinson:

The Company and the Union wish to see short and long term disability claims processed in a fair and expedient manner. The following provisions will be implemented upon date of ratification.

## A. Notice of Suspension of Disability Benefits

The insurance carrier will provide an employee on disability leave with at least two weeks written notice of intention to suspend benefits. The notice will state intended date of suspension, the reason for suspension, and, if appropriate, any actions the employee may take to maintain benefit continuation. The union plant chairperson will receive a copy of the notice.

## B. Dispute Resolution Process

Where there is a dispute between two physicians on the ability of the employee to return to work, the dispute shall be handled in the following manner:

- (1) The Company will instruct the carrier to provide the physicians with a description of the employee's job duties. The physicians will be asked to discuss the case by phone to see if there is agreement.
- (2) If the physicians still disagree, the Union and the Company shall review the matter and determine the appropriate examiner (e.g. general practitioner, specialist) for a third party independent medical examination (IME). The IME's determination shall be binding.
- (3) The Company will give the employee 48 hours advance written or verbal notice of the scheduled third-party examination. If the employee fails to attend the examination as scheduled without a valid reason, benefits will be suspended.

### C. Conditions in the Dispute Resolution Process

During the **Dispute Resolution Process** as described in Section B, the following conditions shall apply:

- (1) If an employee fails to show up for a scheduled examination, reasonable effort will be made to determine why the employee failed to show up for such examination.
- (2) The IME's examination report (both verbal and written) will include a statement of "able to work" or "not able to work". **The** written notification **of** results to the employee determined to be "able to work" will include instructions to report to the plant physician to inform him/her of the employee's status.

### D. Termination of Disability Benefits

- (1) The employee shall continue to receive disability benefits during the Dispute Resolution Process. The benefits shall continue from the date of intended suspension for up to two (2) weeks or the date of resolution, if earlier.
- (2) Where the employee has completed the Dispute Resolution Process as described above and it is determined that the employee is "able to return to work, disability benefits shall terminate as of the date of the examination or, if later, the date that the examination results are made available to the employee.
- (3) Disability benefits shall continue if it is determined that the employee is "not able to work".

E. Cost of Medical Note

- (1) The cost of the IME will be paid by the Company.
- (2) If the employee must travel more than 20 kilometers (one way) for a medical examination required by the Company or the carrier, the Company shall reimburse the employee at the rate of twenty-five cents (\$0.25) per kilometre.

Herman J. Bono,  
Manager, Industrial Relations.

**4) SHIFT EXCHANGES**

The company will endeavour to accommodate requests for shift exchanges either between two employees or an employee with himself. It is recognized that once a shift exchange has been properly approved, the administration of the altered schedule is the responsibility of the Company.

Shift exchanges will involve one, two, three, four, five, six, seven, eight, nine, ten, eleven or twelve hours at the beginning and/or end of a shift. Furthermore, the Company will establish appropriate procedures to ensure constant and proper administration of shift exchanges.

**5) SEVERANCE PAY**

Effective October 1, 1984, the Company agrees to provide a Severance Pay plan for eligible employees at

the Owen Sound, Ontario Flat Glass Plant of PPG Canada Inc. as outlined below:

Eligibility: An employee must be on layoff status in order to be eligible to apply for Severance Pay. The employee must not have been on layoff for more than sixty (60) consecutive days at the time such application for Severance Pay is filed.

Amount of Benefit: The amount of an eligible employee's Severance Pay shall be determined by multiplying \$100.00 by a number which is two years less than the number of years of Credited Service under the Pension Plan at the time of his application for such Severance Pay.

All seniority rights will cease on payment of Severance Pay and the recipient will cease to be an employee of the Company.

## **6) UNION PRESIDENT SENIORITY**

This letter will verify that during the 1990 negotiations, the Company and Union have agreed to renew the special seniority provision of the Local President. The Company and Union agree that, for the duration of this Collective Agreement, the President of the C.A.W. Local 248 will have super seniority for layoff and recall purposes only.

It is further agreed that the President of the C.A.W. Local 248 will work on the day shift, if so requested, and as far as it is practicable for the Company to accommodate that request.

## 7) PAID EDUCATION LEAVE

The Company agrees to the incorporation of a Paid Education Leave (PEL) on the basis of two cents (\$.02) per hour for all regular straight time hours worked effective October 1, 1999.

## 8) ANTI-HARASSMENT

October 14, 1999

Mr. Delbert Rancy

President Local 248

National Automobile, Aerospace, Transportation

And General Workers Union of Canada

(CAW-Canada)

Owen Sound, Ontario

Dear Mr. Rancy:

Harassment is defined as a "course of vexatious comment or conduct that is known *or* ought reasonably be known to be unwelcome", that denies individual dignity and respect on the basis of gender, disability, race, colour, *or other* prohibited grounds as stated in the provincial Human Rights Code.

All employees are expected to treat others with courtesy and consideration and to discourage harassment.

Harassment is in no way to be construed as properly discharged supervisory responsibilities, including but not limited to the delegation of work assignments, the issuing of discipline or any conduct that does not undermine the dignity of the individual. If



an employee believes he/she is being harassed, they may lodge a complaint with either their immediate Supervisor, Steward, Union President or Director, **Human Resources**. Upon receipt of a formal complaint, a designated representative from the Company and the Union will investigate the allegations and attempt to resolve the issue. Material accumulated and matters concerning the complaint, will be maintained in high confidence. The pursuit of frivolous allegations through the Anti-Harassment complaint procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and will not be tolerated.

Eric Recalla,  
Director, Human Resources.

**9) ACCIDENT AND INCIDENT  
INVESTIGATION**

October 14, 1999

Mr. Delbert Raney  
President Local 248  
National Automobile, Aerospace, Transportation  
And General Workers Union of Canada  
(CAW-Canada)  
Owen Sound, Ontario

Dear Mr. Raney:

The Company recognizes the seriousness of accidents and near-miss incidents. To understand and

correct hazardous situations, the Company conducts formal investigations into each accident and near-miss incident. The Company will commit to include the on-shift Union E.H.S. Representative or designate, Company Health & Safety Leader and other individuals as deemed necessary. The involvement of Union representatives during the investigations will not involve overtime payment.

Eric Recalla  
Director, Human Resources.

## **10) MODIFIED WORK COMMITTEE**

October 14, 1999

Mr. Delbert Rancy  
President Local 248  
National Automobile, Aerospace, Transportation  
**Arid** General **Workers** Union of Canada  
(CAW-Canada)  
Owen Sound, Ontario

Dear Mr. Rancy:

The Company and the Union agree to establish a joint Modified **Work** Committee comprised of the Union President and the Human Resource Director or designates.

The Company undertakes to provide wherever practical, meaningful employment for permanently or temporarily restricted employees be it their pre-injury job, modified **work**, or other suitable employment as long as it does not operate to displace seniority provisions of the Collective Agreement.

The Modified Work Committee will obtain recommendations from medical professionals with respect to an **employee's physical restrictions**, including the employee's treating physician and the Company's physician. The Committee will review the information and how it will affect, if at all, the employee's pre-injury employment (job) and if so, what modifications may be made as to the availability of other suitable employment. Other resources such as W.S.I.B. work-site analyst, functional abilities, etc. may be used to facilitate this decision.

Decisions concerning the placement of an employee, including modifications to jobs, changes in hours of work or shift rotation, will be discussed by the Modified Work Committee.

Eric Recalla  
Director, Human Resources.

## **11) PRODUCTION WORK**

October 14, 1999

Mr. Delbert Raney  
President Local 248  
National Automobile, Aerospace, Transportation  
**And** General Workers Union of Canada  
(CAW-Canada)  
Owen Sound, Ontario

Dear Mr. Raney:

In the event that the Company anticipates a significant change in Production operations, the Company

will notify the Union and arrange to meet with the Union to discuss the impact on the workforce. In the course of these discussions, the Union may offer alternative suggestions as solutions for consideration.

Eric Recalla  
Director, Human Resources.

## **12) MEDICAL REPORT FORMS**

October 14, 1999

Mr. Delbert Raney  
President Local 248  
National Automobile, Aerospace, Transportation  
Aid General Workers Union of Canada  
(CAW-Canada)  
Owen Sound, Ontario

Dear Mr. Raney:

The Company will **work** with the insurance carrier to improve the administrative procedures. The intention is to reduce the requests for excessive medical information. In the event that the insurance carrier contacts the employee's physician directly to request medical information, the carrier will be responsible to pay the fee assessed by the physician.

*It is understood that separate from the insurance carriers, the Company may request additional medical information. In those cases where the Company requires an employee to supply additional medical information, employees will be reimbursed for the cost of **such** notes to a maximum of fifteen dollars (\$15.00).*

The Company and the Union will maintain an open dialogue on any future problems in this area.

Eric Recalla  
Director, Human Resources.

**13) HAND PACK AND RE-INSPECTION  
WORK ASSIGNMENTS**

October 14, 1999

Mr. Delbert Raney  
President Local 248  
National Automobile, Aerospace, Transportation  
and General Workers Union of Canada  
(CAW-Canada)  
Owen Sound, Ontario

Dear Mr. Raney:

During these negotiations, the parties have discussed the issue of work that previously had been related to the Hand Pack and Re-Inspection Unit.

In the interest of positive Labour Relations and Operating Efficiencies, the Company will make every effort to assign the three (3) employees - (Gerry Wheildon, Al McInnis and Dave Whitehead) - who previously worked in the Hand Pack and Re-Inspection Unit, the first opportunity to perform the Hand Pack and Re-Inspection work, provided that the work is being performed on their respective shift (s).

Eric Kccalla  
Director, Human Resources.

14) **UTILITY OCCUPATION WORK**  
**ASSIGNMENTS**

October 14, 1999

Mr. Delbert Raney  
President Local 248  
National Automobile, Aerospace, Transportation  
And General Workers Union of Canada  
(CAW-Canada)  
Owen Sound, Ontario

Dear Mr. Raney:

An employee with the classification of "Utility" may be assigned to any job classification for which he is qualified, anytime, as required by the Company. Some examples of these assignments are vacation replacement, day-at-a-time absences, including consecutive days or partial days, overtime assignments in any unit, continuous assignments to temporary positions for up to twenty-one (21) days and assignments in any unit for any period of time for less than one full shift.

Eric Recalla  
Director, Human Resources.

## **15) SEATBELT WEARER'S LIFE INSURANCE**

October 2, 2002

Mr. Del Raney  
National Automobile, Aerospace, Transportation  
**And** General Workers Union of Canada  
(CAW-Canada)  
Owen Sound, Ontario

Dear Del:

Subject: Seatbelt Wearer's Life Insurance

Payment in the amount of \$10,000 will be made to your Group Life Insurance beneficiary(ies) in the event of your death while driving or riding in an automobile using a properly fastened seatbelt. Coverage is provided while driving in Canada and the United States only.

Eric Recalla,  
Director, Human Resources.

## **16) VERIFICATION OF PAY SCHEDULE**

October 1, 2002

Mr. Delbert Raney  
President Local 248  
National Automobile, Aerospace, Transportation  
and General Workers Union of Canada  
(CAW -- Canada)  
Owen Sound, Ontario

Dear Mr. Raney:

Re: Article 31.03(d) – Verification of Pay Schedule

It is the Company's desire to eliminate the use of time cards and utilize an automated time system.

Both parties agree that at that time, we will review a new system with the intent of moving to this new system for pay purposes.

Eric Recalla,  
Director, Human Resources.

### **17) BEST Program**

October 1, 2002

Mr. Delbert Raney  
President Local 248  
National Automobile, Aerospace, Transportation  
and General Workers Union of Canada  
(CAW – Canada)  
Owen Sound, Ontario

Dear Mr. Raney:

The Company and the Union continue to support the initiative of the BEST program.

Currently, there is no interest in this program.

In the future, should there be a request to continue the program, both parties agree to review that request with the intention of restarting this educational program.

Eric Recalla,  
Director, Human Resources.



## 18) PENSION CREDIT RESTORATION

October 2, 2002

Mr. Jim Robinson  
International Rep  
National Automobile, Aerospace, Transportation  
And General **Workers** Union of Canada  
(CAW-Canada)  
Owen Sound, Ontario

Dear Mr. Robinson:

This letter will confirm the Company's commitment to provide pension credit restoration for any employee who is actively employed, on vacation, collecting weekly indemnity benefits or receiving long-term disability benefits as of October 1, 2002 who lost credited service due to layoff during the course of employment. Such service will be restored no later than their date of retirement.

Herman J. Bono,  
Manager, Industrial Relations

## 19) PENSION CREDIT RESTORATION

October 2, 2002

Mr. Jim Robinson  
International Rep  
National Automobile, Aerospace, Transportation  
**And** General Workers Union of Canada  
(CAW-Canada)  
Owen Sound, Ontario

Dear Jim:

This letter will confirm the Company's commitment to provide pension service prior to October 1, 1973 for any employee who retires or dies during the term of this Collective Agreement. **Also**, the one **(1)** year waiting period for the commencement of credited service applicable under the current retirement plan will be restored commencing with his retirement date or death, if the retirement or death occurs during the term of this Collective Agreement. The above restoration provisions shall also be applicable to any employee who terminates employment during the term of this Collective Agreement and who is eligible for a Deferred Vested Retirement Benefit at some date in the future.

The provisions do not apply to an individual who terminated employment or died prior to October 1, 2002 and who retires on a Deferred Vested Retirement Pension during the term of this Collective Agreement.

Sincerely,

Herman J. Bono,  
Manager, Industrial Relations.



## GROUP BENEFIT PLAN

*The Group Benefit Plan Provisions are incorporated in this **new** Collective Agreement.*

*This booklet is a summary of the principal features of the plan, but Group Policy No. 31002 and Plan Document No. 51197 issued to your employer by Great-West Life are the governing documents. In the event of any variation between the information in this summary and the provisions of the policy or plan document, the latter will prevail. You can contact your plan administrator if you require any additional information.*

*The Plan is administered by*



This booklet is printed on recycled paper

**SCHEDULE OF BENEFITS**  
**FOR**  
**GROUP POLICY NO. 31002**  
**AND PLAN DOCUMENT 51197**  
**EMPLOYEES**

**Life Insurance\***

Effective October 1, 2002	\$36,000
Effective October 1, 2003	\$37,000
Effective October 1, 2004	\$38,000

Life insurance terminates on retirement

\* If you retire on or after October 1, 2002, you will receive \$3,000 of Paid-Up Life Insurance.

**AD&D Insurance (Principal Sum)**

Effective October 1, 2002	\$36,000
Effective October 1, 2003	\$37,000
Effective October 1, 2004	\$38,000

**Weekly Income Benefits**      75% of your weekly earnings

If you undergo a surgical procedure on an out-patient basis in a hospital and are unable to return to work (your inability to return to work must be verified in writing by your attending physician or surgeon) weekly benefits will start on the date of confinement or surgery

## EMPLOYEES AND DEPENDENTS

### Major Medical

Lifetime Maximum	\$40,000
Calendar Year Deductible (per family member)	\$10
Calendar Year Deductible (per family)	\$20

The deductibles do not apply to Global Medical Assistance covered expenses.

Reimbursement Level	100%
Hospital Daily Room and Board Amount	Private
Convalescent Hospital Daily Amount	\$10 for the first 120 clays
Prescription Drugs	Included
Drugs Used to Treat Erectile Dysfunction	
- in any calendar year	\$1,000
Paramedical Covered Expenses	
Services of a chiropractor	
- for each visit	\$10
- number of visits per calendar year	15
Out-of-Province Emergency treatment	\$50,000 lifetime

### Dentalcare

Dental Fee Guide. The dental fee guide in effect in your province of residence one year prior to the date treatment is rendered

Reimbursement Levels	
- Type A Routine Treatment	100%;
- Type B Routine Treatment	
x-ray covered expenses	90%
all other covered expenses	85%
- Major Treatment	50%

- Orthodontic Treatment	50%
Routine/Major Annual Maximum	\$1,500
Orthodontic Lifetime Maximum	\$1,800

### **Visioncare**

Reimbursement Level	100%
Eyeglass, Contact Lens or Laser Eye Surgery and Eye Examination Maximum	
- dependent children under age 18 (based on frequency as required by a change of prescription) (12-month period)	\$240
- all others (when a change in prescription is required) (12-month period)	\$240
(when a change in prescription is not required) (24-month period)	\$240

Effective for LTD benefit claims commencing on or after January 1, '2002, your employer will agree to provide benefit continuation for Life Insurance, Accidental Death & Dismemberment Insurance, Major Medical, Prescription Drugs, Visioncare and Dentalcare benefits for a maximum of two years from the date of commencement of LTD benefits.

### **Liability for Benefits**

Your employer has entered into an agreement with The Great-West Life Assurance Company whereby your employer will have full liability for Global Medical Assistance, Weekly Income, Major Medical, Dentalcare, and Visioncare benefits outlined in this booklet. This means your employer has agreed to fund these



benefits and they are, therefore, uninsured. All claims will, however, be processed by Great-West Life.

**Please note:** The arrangements noted above apply only to the Weekly Income, Major Medical, Dentalcare and Visioncare benefits. Life and AD&D Insurance are fully insured with the Great-West Life Assurance Company.

## **CHANGES IN BENEFITS**

If your benefits change because of an amendment to the plan, or because of a change in your age, class, earnings, dependent status, etc., the new benefits become effective on the date the change affecting your benefits occurred.

When a change results in increased benefits you must be actively at work to be eligible for the new benefits. If you are not at work on the date the new benefits would otherwise become effective, the change will not become effective until you return to work. Increased benefits for a dependent confined in hospital on the date the new benefits would otherwise become effective do not become effective until he or she is released from hospital. In any case, payment for services and supplies received before the date of an increase in benefits will always be based on plan benefits in effect before the change.

## **ELIGIBILITY**

If you are a new employee, you will become eligible to join the group plan after you complete one month of

continuous employment. You are considered continuously employed only if you satisfy the actively at work requirement throughout the eligibility waiting period.

- Participation in the plan is a condition of employment and you and your dependents will be covered as soon as you become eligible.
- You must be actively at work for coverage to take effect. You are considered to be actively at work if you are not disabled and you are either at **work** or absent for vacation, weekends, statutory holidays, or shift differentials.
- Temporary, part-time and seasonal employees may not join the plan.

### **DEFINITION OF DEPENDENT**

Dependent means:

For purposes of the collective Agreement, the term "spouse" shall mean

- The person to whom the employee is legally married; or, if the employee so elects
  - A person who has been residing with the employee in a conjugal relationship for a continuous period of at least one year, and has been publicly represented by the employee as the employee's spouse
- Your unmarried children or your spouse's unmarried children who are:
- under 19 years of age, or

- 19 or over but under 26 and in full-time attendance at a university or similar institution
- 19 or over who are incapable of supporting themselves because of mental or physical handicap and who were covered under this plan on the day before they reached age 19.

Unmarried children of your spouse are considered dependents only if

- they are also your children, or
- your spouse is living with you and has custody of the children.

The plan does not cover:

- children who are working more than 30 hours a week, unless they are full-time students, or
- spouses or children who are not resident in Canada or the U.S.

You **cannot** be covered as a dependent if you are covered under the **plan** as an employee.

## **LIFE INSURANCE FOR EMPLOYEES**

- If you die, your beneficiary will be paid the amount of your group life insurance. (See the **Schedule of Benefits** at the front of this booklet for the amount.)
- If you become disabled while insured and before reaching age 65, and your disability continues without interruption for at least six months, your

life insurance will remain in force without further premium payment. After you have been totally disabled for six months, you should submit the appropriate claim forms to Great-West Life. Your premiums will be waived upon satisfactory proof of your disability but only until you reach age 65. Proof of continued disability may be required each year.

If you are not approved for waiver of premium your life insurance will be continued on a premium paying basis until the earlier of the following:

- (1) the date your insurance is terminated by your employer, or
- (2) the date your insurance would normally terminate under the Termination of Insurance section.

- If any or all of your insurance terminates **at or before age 65**, you may be able to apply for an individual conversion policy.

Application for an individual conversion policy must be made within 31 days after termination of insurance. During this period your life insurance under this plan will remain in force free of charge.

See your employer for complete details about the types of conversion policies available.

### **ACCIDENTAL DEATH, DISMEMBERMENT AND LOSS OF SIGHT INSURANCE**

If you suffer the loss of life, limb or sight as the result of an accident occurring while you are insured, Great-

West Life will pay up to the "Principal Sum". (See the **Schedule of Benefits** at the front of this booklet for the amount.)

### TABLE OF LOSSES

<b>For loss of:</b>	<b>The amount payable will be:</b>
Life	The Principal Sum
Both hands or both feet	The Principal Sum
Sight of both eyes	The Principal Sum
One hand and one foot	The Principal Sum
One hand and sight of one eye	The Principal Sum
One foot and sight of one eye	The Principal Sum
One arm or one leg	3/4 Principal Sum
One hand or one foot or sight of one eye	1/2 Principal Sum
Thumb and index finger or at least 4 fingers of one hand	1/4 Principal Sum
All toes of one foot	1/8 Principal Sum

### Points to Note About AD&D Insurance

- The Principal Sum is the **maximum amount** that would be paid for injuries to any one person resulting from any one accident. This means that if you were to lose both hands and both feet in an automobile accident, you would receive the Principal Sum only, not double the Principal Sum.
- Not more than \$1,000,000 in benefits would be **paid** for all covered losses suffered by members of this group plan as a result of any one aircraft accident. For losses in excess of \$1,000,000, the amount which would otherwise be payable to each

insured member will be reduced proportionately so that the total *amount* payable by Great-West Life for all insured members of the plan who have suffered losses in the accident equals \$1,000,000.

- No benefits will be paid for injury or death resulting from intentional self-mutilation, suicide, viral infection, bacterial infection, any form of disease or illness or physical or mental infirmity, medical or surgical treatment, participation in a riot, war or any act of war, insurrection, service in the armed forces of any country, commission of a crime by the insured, air travel serving as a crew member, air travel in aircraft owned, leased or rented by your employer, or air travel where the aircraft is not properly licensed or the pilot is not properly certified to operate the aircraft.
- Benefits will be paid only if the loss occurs within 365 days after the accident.
- "Loss" means complete loss by Severance except that in the case of loss of sight it means loss beyond remedy by surgical or other means.

### **WEEKLY INCOME BENEFITS**

If you are unable to earn your living because of an accident or illness, your Weekly Income Benefits would provide you with a weekly income. (See the Schedule of Benefits at the front of this booklet for the amount.)

- To receive Weekly Income benefits you need not be confined at home, but your disability must be

severe **enough** to prevent you from performing your regular work, and you must be under the continuous care and personal attendance of a physician.

- Weekly Income benefits begin with the first day of disability due to injury or the third day of disability due to illness.

If you have **not** seen a physician on or before the date benefits **would** otherwise start, they will not start until after your first visit to the physician.

If you are hospitalized for at least 24 hours or have day surgery before the third day of illness, benefits will begin on the first day of hospitalization or the date of surgery.

If you undergo a surgical procedure on an outpatient basis in a hospital and are unable, and verified in writing by your attending physician or surgeon, to return to **work**, weekly benefits will start on date of confinement or surgery.

- Weekly Income benefits will be paid for a total of not more than 26 weeks for each period of disability.
- The plan will not pay for
  - disability due to injury sustained while working for pay or profit other than with this employer.
  - disability due to illness for which you are covered under Workers' Compensation or similar program.

- 
- disability due to or associated with treatment rendered for aesthetic purposes.
  - disability during a period you are serving a prison sentence.
  - disability during the scheduled duration of a leave of absence including maternity leave. Maternity leave is considered to begin on the earlier of the date agreed upon by you and your employer or the date of birth.
  - disability during the scheduled duration of any lay-off
  - disability resulting from self-inflicted injury, war, or engaging in a riot or insurrection.
- Successive absences from work are considered to be in the same period of disability unless separated by
- thirty consecutive days of active, full-time work, or
- one full day of work if the disability is due to completely different causes.
- Your Weekly Income benefits will be reduced by any amounts payable under an Automobile Insurance Plan where permitted by law.

### **MAJOR MEDICAL COVERAGE**

Major Medical provides protection against the cost of those medically necessary services and supplies for



which there is only partial or no reimbursement from the provincial health plans. Major Medical covers only those expenses which are considered reasonable and customary for the service provided in the area where the expenses are incurred.

### **Deductible**

- You** pay a deductible of \$10 for all covered expenses except Global Medical Assistance (GMA) covered expenses.
- You pay the deductible only **once** for any one family member in any calendar year.
- You only pay the deductible once if two or more family members incur expenses as a result of the same accident.
- Not more than \$20 is required in deductible amounts for all members of your family in any calendar year.
- So that you will not have to pay the deductible twice in a short period for the same family member, any covered expenses applied against it in the last three months of a calendar year may also be applied against the deductible for the next calendar year.

### **Reimbursement Level**

- After you have paid the deductible, the plan pays 100% of all covered expenses.

## Maximum

- The maximum Major Medical benefit for each family member is \$40,000. If some or **all** of this maximum is used up, it will be increased by up to 10% of the maximum benefit each January. If this does not bring your maximum up to the full amount, you may have it brought up to the full amount by providing evidence of your good health.

## Covered Expenses

The following services and supplies are covered by your Major Medical benefit **where permitted by law and to the extent they are not covered under your Provincial Medicare Plan:**

### Hospital Charges

- Regular hospital **room** and board up to the usual daily charge of the hospital concerned for private ward care
- Convalescent hospital care to a maximum of \$10 per day for 120 days in any one benefit period, provided the confinement
  - (1) is recommended by your doctor, and
  - (2) is **not** for custodial care, and
  - (3) follows a 3-day confinement in a hospital as a registered bed-patient and is for the same condition
- Other hospital services and supplies

**Please Note:** Routine hospital care of a newborn infant during the mother's confinement will be considered part of the mother's claim.

### **Medical Charges**

- Doctors' services for treatment provided outside your province of residence
- Out-of-hospital services of a registered nurse, licensed practical nurse **or** registered nursing assistant. No benefits are paid for services provided by a member of your family **or** for services which do not require the specific skills of a registered nurse, licensed practical nurse or registered nursing assistant.
- Ambulance (including licensed air ambulance)
- Treatment by x-ray, radium and radio-active isotopes
- Oxygen
- Blood transfusions
- Injectable drugs when administered by a doctor
- Rental of wheelchair, hospital bed or iron lung
- Splints, trusses, braces, crutches, casts, artificial limbs and eyes and any other prosthetic device required after surgery
- Custom-made foot orthotics when prescribed by a physician, chiropractor or physiotherapist

- Out-of-hospital services for the following:
  - treatment of a fractured jaw or of accidental injury to natural teeth within 90 days after the accident
- Physiotherapists' services other than by members of your family if not covered by Medicare
- Services of a chiropractor. Benefits are limited to \$10 per visit, to a maximum of 15 visits per calendar year.

### **Pregnancy**

- Benefits for expenses related to pregnancy are paid in the same way as they would be for any other disability.

### **Services Not Paid by Major Medical**

In addition to the limitations outlined in the **General Limitations** section at the back of this booklet, no benefits are paid for the following:

- Dental services, except those listed as covered expenses
- Cosmetic surgery or hospital confinement for cosmetic surgery, except to correct deformities resulting from illness or injury or such congenital defects as interfere with function
- Routine medical examinations
- Eye tests and eyeglasses

### **OUT-OF-PROVINCE COVERAGE**

Out-of-Province Emergency Treatment as described below in connection with emergency treatment while

the individual is travelling or vacationing outside the province in which he normally resides for a period of **not more than five (5) weeks**, up to a lifetime maximum benefit of Fifty Thousand Dollars (\$50,000).

- Charges by a general practitioner or specialist in excess of the amount allowed under the Provincial Hospital and Medical Plans in the individual's normal province of residence, provided such charges are reasonable and customary in the area in which they occurred.
- ∩ Charges for hospital confinement in excess of the allowance for ward accommodation payable by the Provincial Hospital Plan in the individual's normal province of residence, plus user fees. Charges for hospital confinement are limited to semi-private accommodation within Canada and average semi-private accommodation outside Canada for up to fourteen days unless the attending physician certifies that the individual should not be moved back to his normal province of residence. No charges will be considered unless all or part of the daily charge is payable under the Provincial Hospital Plan in the individual's normal province of residence, nor for any day of accommodation for which the individual would not have been covered under this plan had he been hospitalized in his normal province of residence.
- Charges **for** professional ambulance service, including air or rail ambulance service, to transport the individual back to a hospital within his province provided prior approval is obtained from the Administrator.

- Charges for other inpatient and outpatient medical services.
- Charges for blood products and their transfusion.

If you are travelling out of Canada and require emergency hospitalization, be sure to present your MEDEX Assistance ID card to the hospital. Failure to do so may result in payment of a lesser benefit amount.

### **Global Medical Assistance Program**

You are entitled to Great-West/MEDEX travel Assistance program.

For direct assistance use the emergency telephone number 1-800-527-0218 or any **of** the numbers listed on your MEDEX Assistance I.D. Card.

- If you or a dependent needs medical assistance while travelling on business, vacation or to or from an educational facility, this program pays for certain emergency services provided through a worldwide communications network. These services are covered in addition to those hospital and medical expenses described earlier. Each covered family member will be issued an identification card listing the network's worldwide emergency telephone numbers.
  - Coverage for travel within Canada is limited to emergencies arising more than 500 kilometres from your or your dependent's home.
  - The program provides you and your dependents with 24-hour a day telephone access to the worldwide communications network. Program

personnel will direct you to the nearest doctor or medical outlet equipped to provide the treatment needed.

- The program provides on-site hospital payment when required for admission up to a maximum of \$1,000.

The following services are covered, subject to Great-West Life's prior approval:

- If you or a dependent is critically ill or injured and suitable local care is not available, the program covers the cost of medical evacuation including transportation and medical care enroute to the nearest suitable hospital while travelling in Canada. If you or a dependent is travelling outside Canada, the program covers transportation to a hospital in Canada or to the nearest hospital outside Canada where treatment is available.
- If you or a dependent is alone and confined to hospital for more than 7 days while travelling, the program will pay for one round trip economy class for one family member to the place where you or your dependent is hospitalized. Benefits will also be paid for moderate quality lodgings for the family member up to a maximum of \$1,500.
- If you or a dependent is hospitalized while travelling with a companion, the program will pay the extra costs for moderate quality lodgings incurred when the return trip is delayed due to

the medical condition of yourself or dependent. Benefits will be paid up to a maximum of **\$1,500**.

- The program covers the cost of comparable return transportation home if you or a dependent and a travelling companion miss prearranged, prepaid return transportation because of hospital confinement. **A** rental vehicle is not considered prearranged, prepaid return transportation.
- If you or a dependent dies, the program also pays for the preparation and transportation of the deceased home.
- **If** you or a dependent is hospitalized or dies, leaving unaccompanied minor children who travelled with you or a dependent, the program will pay return transportation home for the children and an escort when necessary.
- If you or a dependent is unable to drive due to sickness or injury, the program will pay the costs of returning the vehicle, either private or rental, home or to the nearest appropriate vehicle rental agency. Benefits will be paid up to a maximum **of \$1,000**. No benefits will be paid for vehicle return if transportation reimbursement benefits are paid for comparable return transportation home.

### **Points to Note**

Eligible lodging expenses include room charges, telephone calls and taxi fares and car rental charges for



transportation to and from the hospital. Meal charges are not covered.

Neither the communications network nor Great West Life is responsible for the availability, quantity, quality or results of any medical treatment received by you or a dependent or for unsuccessful attempts by you or a dependent to obtain medical services.

When your insurance terminates, you **must** return your identification cards to your employer.

## **DENTALCARE COVERAGE**

Dentalcare Coverage provides protection against the cost of dental services which are often significant and unexpected. To be considered a covered expense, the charge for a particular service must be reasonable and customary for the service provided in the area where the expense is incurred and will be limited to the maximum fee level of the dental fee guide in effect in your province of residence one year **prior** to the date treatment is rendered.

Dentalcare covers necessary dental treatment by a dentist or physician or by other qualified personnel under the direct supervision of the dental or medical profession (e.g. dental assistants and dental hygienists) and will also cover services rendered by dental specialists, denturologists, denturists and denture therapists where they are permitted by law to deal directly with the public. If there is **no** fee schedule for these practitioners in your province, payment will be based on the appropriate General Practitioners' schedule.

## Reimbursement Level

- The plan pays 100% of Type **A** Routine Treatment covered expenses.
- The plan pays 90% of **all** covered x-ray expenses under Type **B** Routine Treatment, and 85% of all other Type **B** Routine Treatment covered expenses.
- The plan pays 50% of Major and Orthodontic Treatment covered expenses.

## Maximum Benefit

- See the **Schedule of Benefits** at the beginning of this booklet for benefit maximums.

## Treatment Plan

- Before your dentist starts a course of treatment, he will, upon request, prepare a "treatment plan" - a written report describing his recommendations as to necessary treatment and cost.
- It is suggested you submit a treatment plan before treatment starts for any Routine or Major Treatment expected to cost more than \$300, and for all Orthodontic Treatment.
- A** pre-determination of the benefits payable for the proposed treatment will then be calculated so you know in advance the portion of the cost you will have to pay. Any pre-determination of benefits is only valid for 90 days from its date of issue.

## Covered Expenses

The following items are considered covered expenses under this Dentalcare Benefit:

## **Routine Treatment**

### **Type A**

- oral examinations, cleaning and scaling of teeth, twice in any calendar year but not more than once in any 5 month period
- topical application of fluoride solutions
- emergency palliative treatment
- space maintainers for missing primary teeth for children under 19 years

### **Type B**

- full mouth series of x-rays once every 36 months
- bitewing x-rays once every six months
- extractions (except extractions related to orthodontics) and alveolectomy at the time of tooth extraction
- amalgam, silicate, acrylic and composite fillings
- dental surgery (except surgery related to orthodontics)
- general anaesthesia and diagnostic x-ray and laboratory procedures required in relation to dental surgery
- necessary treatment for relief of dental pain
- cost of medication and its administration when provided by injection in the dentist's office

- space maintainers for missing primary teeth **and** habit-breaking appliances
- consultations required by the attending dentist
- inlays, onlays, gold fillings or crowns
- repair or recementing of crowns, inlays, onlays, bridgework or dentures
- denture relines or repairs for dentures at least 6 months old, once every 36 months
- treatment involving the use of gold when such treatment cannot be rendered at a lower cost by means of a reasonable substitute consistent with generally accepted dental practice
- periodontal treatment and other diseases of the gums and tissues of the mouth
- endodontics (root canal therapy)

### **Major Treatment**

- { } installation of *an* initial appliance (bridgework or dentures) if such appliance is required because at least one additional natural tooth was necessarily extracted after the effective date of coverage for the individual
- replacement of existing dentures or bridgework if
  - (a) they are required because of the extraction of one or more natural teeth after the effective date of coverage for the individual and the existing bridgework or dentures cannot be made serviceable.

If the existing bridgework or dentures can be made serviceable, only the expense of the portion of the replacement bridgework or dentures that replaces the extracted teeth is considered a covered expense.

- (b) the existing bridgework or denture is at least 5 years old and cannot be made serviceable
- (c) the existing bridgework or denture was temporarily installed after the effective date of coverage for the individual and is replaced by a permanent appliance

### **Orthodontic Treatment**

- orthodontic treatment (the correction of malposed teeth) for dependent children who are under age 18 at the time treatment commences

### **Exclusions**

In addition to the limitations outlined in the **General Limitations** section at the back of this booklet, no benefits are paid for the following:

- cosmetic treatment, experimental treatment, dietary planning, oral hygiene instructions, plaque control, congenital or developmental malformation
- expense of dentures which have been lost, mislaid or stolen
- charges for dental treatment involving the use of gold which are in excess of the charges that would have been made if a reasonable substitute could have been used

- charges made by a dentist for broken appointments or for completion of claim forms required by the plan
- services or supplies rendered for full mouth reconstructions, for vertical dimension correction or for correction of temporomandibular joint dysfunction
- covered expenses for treatment of accidental injury to natural teeth completed more than 12 months after the accident

### **VISIONCARE PLAN FOR PRODUCTION AND MAINTENANCE EMPLOYEES AND THEIR DEPENDENTS**

**Eligibility:**

All active production and maintenance employees and their dependents.

**Coverage:**

Covered expenses are visioncare services and supplies, including glasses (frames and lenses) and contact lenses, required to correct vision when provided by a licensed ophthalmologist, optometrist or optician.

Eye examinations, including refraction, are covered if performed by an ophthalmologist or optometrist and coverage is not available under the Provincial health plan of the employee's home province.

The \$240 family member benefit every two (2) years may be utilized for laser eye surgery commencing January 1, 2003.

## **Services Not Paid for by Visioncare**

**In addition to the limitations outlined in the General Limitations** section at the back of this booklet, no benefits are paid for the following:

- eye tests or examinations required by an employer, school or government for screening purposes
- artificial eyes

## **CO-ORDINATION OF BENEFITS**

If you or **one** of your dependents is entitled to benefits for the same expenses

- (1) from this plan and some other group plan, or
- (2) from this plan and any government insurance plan, or
- (3) from **this** plan and any automobile insurance **plan**, or
- (4) as a dependent of both parents under this plan

benefits will be co-ordinated so that the total benefits from all plans will not exceed the expenses actually incurred.

## **GENERAL LIMITATIONS**

Your health coverage does not cover Major Medical and Dentalcare services and supplies in the following situations:

- services or portion thereof provided under Workers' Compensation or similar program

- services received for confinement which is primarily for chronic or custodial care
- services received in a government hospital unless you are required to pay for such services
- services to which the patient is entitled without charge, or for which there would be no charge if there was no coverage
- services or portion thereof provided under any government sponsored hospital or medical care program
- aesthetic surgery (cosmetic surgery for beautification purposes)
- services furnished without charge or paid for directly or indirectly by any government or for which a government prohibits payment of benefits
- services received from a dental or medical department maintained by the employer, a mutual benefit association, labour union, trustee or similar type of group
- service, including part-time or temporary service, in the armed forces of any country
- services required due to war (declared or undeclared), insurrection, or participation in a riot
- services required due to any intentional self-inflicted injury or disease, while sane or insane



## TERMINATION OF COVERAGE

Your coverage will terminate when:

- your employment ends, or
- the group plan terminates, **or**
- you are no longer in an eligible class.

Your dependent's coverage will terminate when:

- your coverage terminates, or
- your dependent is no longer an eligible dependent,  
or
- you are no longer in a class eligible for dependent coverage.

If your employment ends because of injury, sickness, leave of absence or temporary lay-off, you may be entitled to continued coverage under this plan. Your employer will provide you with the details on the types of coverage, if any, that may be continued and the length of the extensions available.

### **Extended Benefits After Termination**

**Weekly Income** - If your coverage terminates while you are disabled you will continue to receive Weekly Income benefits during that period of disability, up to the maximum noted in the Weekly Income benefit description.

**Major Medical** - If your coverage terminates while you or one of your dependents is totally disabled, your

benefit payments for that disability will be continued until the earliest of the following:

- the date the disability ends,
- 90 days from the date the group policy terminates,
- the date you or your dependents have received maximum benefits,
- the date you have received benefits for a period equal in length to the period for which you were covered,
- the end of the calendar year next following the calendar year in which your or your dependent's coverage terminates.

**Dentalcare** - If your coverage terminates due to termination of the Dentalcare benefit, any benefits payable under this plan for accidental injuries to natural teeth will continue after termination as long as the accident occurred while the Dentalcare benefit was still in force.

## **HOW TO MAKE YOUR CLAIMS**

### **Life Insurance**

- If you die, your employer will contact your beneficiary to explain what is required before payment of the insurance money can be made.
- For disability waiver of premium benefits, contact your employer for claim forms and procedures.

## **AD&D Insurance**

- For accidental dismemberment or other loss as defined, ask your employer for the proper claim forms. Be sure these are completed correctly and return them to your employer.
- If you die accidentally, your employer will explain the claim requirements to your beneficiary.

## **Weekly Income**

- Obtain claim form M5454 from your employer. Complete the employee portion of the form and have your doctor complete the portion titled "Attending Physician's Statement". Return the completed form to your employer as soon as possible, but no later than 3 months after the end of the waiting period.
- From time to time other forms may be forwarded to you. Have your doctor complete these forms and return them to your employer.

## **Major Medical Coverage**

- Obtain form M635D from your employer. Complete this form, making sure it shows all required information.
- Attach your receipts to the claim form and send it to the benefit payments office.

## **Dentalcare**

- Ask your employer for form M445D. Have your dentist complete this form and send it to the benefit payments office.

## Visioncare

- Ask** your employer for form M1214D. Have your doctor or optometrist complete this form and send it to the benefit payments office.

## Please Note

- No benefits are payable for health expenses submitted more than 15 months after the expense *is* incurred.
- Out-of-province claims** (other than those for Global Medical Assistance) should be submitted to Great-West Life as soon as possible upon incurring the expense. It is very important that you send your claims to our Benefit Payment *immediately* as your Provincial Medical Plan has very strict time limitations.

Obtain form M635D from your employer. Complete this form, making sure it shows all required information. Attach all original receipts and forward it to your local Great-West Life Benefit Payment Office (be sure to retain a copy for your own records.)

Great-West Life will then send you an Out-of-Country Statement of Claim and Government Assignment forms. Complete these forms and return them to us. We will pay all eligible claims including your Provincial Medical Plan portion. Great-West Life will then be reimbursed directly from your Provincial Medical Plan for their share of the expenses.

Out-of-Country claims must be submitted within a certain time period which varies with each province. **Please contact our Out-of-Country Claims unit for the time restriction for submitting claims in your province.**

If you have any questions or if assistance is required to complete any of the forms, please contact our Out-of-Country Claims Unit at 1-800-957-9777.

**THIS BOOKLET CONTAINS IMPORTANT INFORMATION AND SHOULD BE KEPT IN A SAFE PLACE KNOWN TO YOU AND YOUR FAMILY**

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