

Collective Agreement

Dated: 15 March 1994

Ending: 15 March 1997

Between:

**Consumers Glass
Milton, Ontario**

And:

**Aluminum Brick And Glass Workers
International Union**

**AFL-C10-CLC
Local 269G**

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THIS COLLECTIVE AGREEMENT MADE

BETWEEN:

**CONSUMERS GLASS, MILTON, ONTARIO, A
MEMBER OF THE CONSUMERS PACKAGING
GROUP, hereinafter called "the Company"**

- and -

**ALUMINUM, BRICK AND GLASSWORKERS
INTERNATIONAL UNION, AFL-CIO-CLC AND ITS
LOCAL 269G, hereinafter called "the Union"**

ARTICLE 1 - PURPOSE

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

ARTICLE 2 - RECOGNITION AND JURISDICTION

2.01 The Company recognizes the Union as the collective bargaining agent for its employees at Milton, save and except assistant supervisors, persons above the rank of assistant supervisors, security guards, probationary employees, office, clerical and sales staff.

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

2.03 ~~Where~~ the masculine pronoun is used in the Agreement it shall mean and include the feminine pronoun where the context ~~so~~ requires.

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

ARTICLE 3 - MANAGEMENT RIGHTS

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

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

(1) Maintain order, discipline and efficiency.

(2) Hire, discharge for cause, classify, direct, transfer, promote, demote, lay-off and suspend or otherwise discipline employees, subject to the right of the employees to lodge a grievance as provided by this Agreement.

(3) Make and alter from time to time rules and regulations to be observed by the employees, provided that they are not inconsistent with the provisions of this Agreement, and;

(4) Generally to manage the industrial enterprise in which the Company is engaged, and without restricting the generality of the foregoing, to determine the products to be manufactured, methods and location of manufacture, schedules for production, kinds and locations of machines and tools to be used, process of manufacturing, the engineering and designing of its products, the control of materials and parts to be incorporated in the products produced, and the extension, limitation, curtailment or cessation of operations.

3.03 It is understood that the causes for which the Company may summarily suspend employees (providing that the suspension will not preclude the Company from discharging the employee) include the following:

- (1) Intoxication,
- (2) Disorderly conduct,
- (3) Insubordination,
- (4) Unauthorized absenteeism,
- (5) Neglect of duty,
- (6) Carelessness endangering the safety of self and/or others.

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

ARTICLE 4 - UNION SECURITY

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

4.02 (a) The Company shall deduct from the wages of its employees dues and initiation fees in the amount fixed by the Constitution and By-Laws of the Aluminum, Brick and Glass Workers International Union and Local Union By-Laws.

(b) Regular weekly dues deduction shall start with the first pay following employment by the Company. The initiation fee shall be deducted from the first pay following the acquiring of seniority by the employee.

(c) The Company agrees to remit such deductions to the Financial Secretary of the Local by the 15th of the month following. The monthly dues cheque shall be accompanied by a list showing the names and clock numbers of each employee and the total monthly Union deduction being remitted for each employee. Hiring

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

(d) The Company will show on the employees annual T-4 slips the total amount of the Union dues deducted from their earnings during the applicable year.

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

4.04 This form of dues deduction authorization shall be as follows:

I, the undersigned voluntarily do hereby authorize and direct the Consumers Glass, Milton, Ontario, A Member of the Consumers Packaging Group, during the life of this agreement, to deduct from my gross earnings, accumulated to my credit from the date of signature hereof, Union Dues as required by the Constitution and by-Laws of the Aluminum, Brick and Glass Workers International Union, and local Union by-laws, and to remit same each month to the Financial Secretary of Local 269 G Aluminum, Brick and Glass Workers International Union (AFL-CIO-CLC), whose receipt thereof shall be considered a discharge to the Company for the amounts deducted from my earnings as authorized and directed herein.

Date.....

Clock Number.....

Signature.....

ARTICLE 5 - UNION RIGHTS COMMITTEE

5.01 The Company agrees to recognize a maximum seven (7) Stewards appointed by the Local from among the employees, one (1) of whom will be designated as Chief Steward. A Grievance Committee composed of the President of the Local or designate, the Chief Steward and one other Steward designated by the President will meet with the Company at Steps 2 and 3 of the Grievance Procedure. The other Stewards shall assist employees with the settlement of grievances as provided under Grievance Procedure. Employees shall not be eligible to serve as Stewards unless they have six (6) months or more seniority.

The Company agrees to discuss with the Union, the matter of increasing the number of Stewards in the event of a Plant expansion during the term of this agreement.

5.02 The Local President, Chief Steward and/or a Representative of the International Union may enter the plant at any time in connection with the settlement of Grievances with permission of Management.

5.03 The Recording Secretary of the Local shall notify the Company in writing of the names of the Stewards and Local Officers and the effective dates of their appointments. The Company shall keep the Local President advised, in writing, of the names of the supervisors and Assistant supervisors. The Company and the Local shall each advise the other of any change in these names.

5.04 Management will introduce new employees to their Steward. After completion of new employee's probationary period the new employee and Steward shall have up to 15 minutes for discussion regarding union matters.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.01 It is the mutual desire of the Company and the Union that complaints of employees shall be adjusted as quickly as possible.

6.02 The term "Grievance" as used in this Agreement shall mean any difference arising between an employee or a group of employees and the Company as to the meaning, application or alleged violation of one or more provisions of this Agreement.

6.03 (a) Time limitations on Grievance procedure may be modified by written mutual agreement. Paid holidays, Saturdays and Sundays, and scheduled days off for the grievor shall not be considered in the time limits mentioned in Articles 6 and 7.

(b) The Local President, Chief Steward and Stewards shall be permitted by their Supervisor or Assistant Supervisor to leave their regular duties for a reasonable length of time during their regular working hours without loss of time or pay for the purpose of processing and settling of grievances subject to departmental operations.

ARTICLE 6.04

GRIEVANCE STAGE

Step 1

It is agreed that employees have no grievance until they have first given their supervisor an opportunity of adjusting their complaint. If they so desire, employees may be accompanied by their Steward. A complaint must be presented to the supervisor within five (5) days of the occurrence which gave rise thereto. The supervisor shall give an answer within three (3) working days.

Step 2

If employees are not satisfied with the answer they receive from their Supervisor, employees and their Stewards shall submit a grievance in writing to the department manager within three (3) days following the day on which the Supervisor gave a decision. The grievance must be signed by the employee or employees concerned and state the specific complaint and the remedies sought. The parties shall meet within the next five (5) days after the Manager has received the written grievance to try to find a solution to the dispute. The Manager shall provide a written answer to the grievance within (3) days following this meeting. If the Grievance Committee is not satisfied with the answer received at this stage, they shall resubmit the grievance in writing to the Plant Manager, or delegate, within three (3) days after they received the answer of the Department Manager.

step3

The parties, including a Representative of the International Union shall meet within five (5) days after the Plant Manager, or delegate, has received the written grievance to try to find a solution to the dispute. The Plant Manager, or delegate, shall provide a written answer to the grievance within five (5) days following this meeting. If either party then desires to submit the matter in dispute to Arbitration, it must notify the other party in writing, within ten (10) days after the Plant Manager, or delegate, has submitted a reply under Step 3.

6.05 Any difference arising directly between the Company, the Union and/or the Local (which shall not include matters employees personally are entitled to grieve upon) as to the meaning, application or alleged violation of any provision(s) of this Agreement may be submitted in writing by either party commencing at the

3rd Step. The time limits provided under the applicable provisions of the Grievance and Arbitration Procedure shall appropriately apply to both parties.

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

6.07 (a) If employees (except probationary) are suspended, or discharged, and the Grievance Committee believes they have been unjustly dealt with, such suspension or discharge may constitute a grievance. The grievance would be processed within five (5) days from the date of the occurrence of the suspension or discharge starting at Step 2 in the case of suspension and at Step 3 in the case of a discharge. In the case of a suspension, where the Supervisor is also the Department Head, the grievance shall proceed directly to Step 3.

(b) Upon the request of suspended or discharged employees, the Company will provide facilities for them to consult the Steward for a reasonable length of time.

(c) When employees are called by supervision to receive any discipline, they shall be accompanied by their Steward.

ARTICLE 7 - ARBITRATION

7.01 (a) When a difference arising between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the differences or allegation to an Arbitrator. Any written

notification of a desire to submit a matter to arbitration shall **specifically** state the matter in dispute to be dealt with by the Arbitrator.

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

- (1) K. A. Hinnegan
- (2) M. Levinson \
- (3) J. Brunner
- (4) O. B. Shime
- (5) Pamela Picher

(c) If the Arbitrators chosen in rotation from the agreed list of Arbitrators are not **available** within the time limit set out in (d) below, they will be replaced by the following person on the list and except by mutual agreement between the parties, will not be used again as an Arbitrator until the name returns in the normal order of rotation.

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

1. in discharge grievances, it is understood that the hearing at Arbitration must commence within thirty (30) days from the date of **acceptance** by the Arbitrator to hear the grievance.

2. In other than discharge grievances, the hearing at Arbitration **must commence** within forty-five (45) days from the date of acceptance by the Arbitrator to hear the grievance.

7.02 The Arbitrator shall hear and determine the difference or allegation and **shall** issue a decision within

Arbitration hearing and the decision will be final and binding upon the parties and upon the employee affected by it.

7.03 This agreement shall not be altered, modified or amended by an Arbitrator.

7.04 In the event Arbitrators deal with any matter in dispute, they may, at their discretion, make any binding decision which they deem equitable under the particular circumstances.

7.05 Whenever an Arbitrator rules in favour of a grievor who alleges improper suspension, demotion, discharge or layoff, the Arbitrator, if granting any compensation to the grievor in the award, may grant compensation only up to the total wage earnings lost by the employee as a result of the suspension, demotion, discharge or lay-Off.

7.06 Discharge cases shall have preference over other cases submitted to Arbitration.

7.07 Each of the parties shall pay for its own arbitration costs, including the costs and expenditures for its witnesses and representatives. The expenses of the Arbitrator shall be paid equally by the Union and the Company.

ARTICLE 8 - SENIORITY

8.01 (a) Seniority shall be on a plant-wide basis.

(b) New employees shall be termed probationary and shall be placed on the seniority list after they have completed forty-five (45) days worked within a twelve (12) month period. Upon completion of this probationary period, employees will be placed on the plant seniority list and their seniority date will be the first (1st) day actually worked. Employees hired on the

(1st) day actually worked. Employees hired on the same day will be placed on the seniority list in alphabetical order.

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

(d) Vacation replacement employees who become probationary employees shall begin their probationary period from date of acceptance as a probationary employee, which shall be no later than October 1st, of the current year or after having worked five (5) consecutive months.

(e) A master list showing the seniority of all non-probationary employees will be listed for inspection. This list shall be brought up-to-date during January and July of each year. Employees may dispute an error in their seniority dates since the previous revision, within fifteen (15) working days after posting of a notice to this effect. The fifteen (15) day period would be waived for typographical errors made from previous seniority lists. Four (4) copies of the Seniority list will be furnished to the Union President at the time of inspection.

(f) Employees who have been transferred from the bargaining unit to a position outside of the unit, may return to the unit with full seniority under the following conditions:

Less than five (5) years' seniority, must return within **(1) year.**

Five (5) years or more seniority, must return within eighteen months.

When **these** time limits are exceeded, employees will return to the unit **as** employees who have completed

their probationary period, for purposes of job posting and layoff only.

(g) The Union President shall have top Plant seniority in the case of plant layoff only. The Wage Committee while in negotiations with the Company (from the date of exchange of proposals to date of ratification) shall have top plant seniority in the case of plant layoff only, providing in each case they have at least twelve months' seniority and are competent to perform the work required.

LAY-OFFS

8.02 (a) In all cases of layoff of five (5) calendar days or more when the Company has decided that circumstances require a reduction of the working force the following shall apply:

(1) employees will be laid off on a plant-wide basis;

(2) all probationary employees shall be laid off first, providing the remaining employees are competent to perform the work required;

(3) employees with the least plant seniority will be laid off first, providing the remaining employees are competent to perform the work required at the time of layoff.

(4) The principle which applies in all cases of lay-off of five (5) calendar days or more is that the employee with the least amount of plant seniority goes first.

1) Determine number of people required to perform the work available.

2) The most senior employees remain at work, provided they can do the work that is available.

3) Go down the Seniority List in order, until the required number of people is obtained.

4) If employees are laid off, they can displace the junior person in the job they have held previously, or if their seniority is insufficient to do so, can displace the junior person in a job they are capable of doing.

(b) In all cases of layoff less than five (5) calendar days, employees will be laid off within their respective shift and department on a plant seniority basis. The least senior employees defined above will be laid off first provided the remaining employees are competent to perform the work required at the time of layoff.

(c) In the case of disaster, fire or explosion, power or fuel stoppage, breakdown of machinery or sudden and unforeseen shutting down of a glass furnace owing to failure of any part thereof or to glass conditions, or shortage of raw materials, it will not be necessary for the Company to give notice to those affected.

(d) Employees other than probationary employees shall be given individual or general written notice, whichever may apply, of a lay-off from the plant five (5) working days in advance of the effective date except where employees are recalled or hired for a specific short term period not to exceed fourteen (14) working days.

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

(f) Any employees under the jurisdiction of this Agreement who desires to leave the employ of the Company, should give five (5) working days prior notice

to their employer and shall continue working in accordance with the Plant Schedule during said notice period. Failure to give five (5) working days notice will result in the application of article 15.07 (b).

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

LOSS OF SENIORITY

8.03 Employees shall ~~lose~~ **all** their seniority and their employment rights shall be terminated if they:

- (a) Voluntarily quit the employ of the Company;
- (b) Are discharged and such discharge is not reversed through grievance or arbitration procedures;
- (c) Are absent from work for three (3) consecutive working days without reporting to the Company within that time, giving a reason for their absence satisfactory to the Company.
- (d) Following a lay-off, after being notified by the Company to return to work, at their last address in the Company's records, fails to return to work within seven (7) calendar days after notification, unless they furnish reasons for such failure satisfactory to the Human Resources Department. For the purpose of this clause, notification is the date on which notification to return to work has been mailed by registered or certified mail to the employees. A copy of the notification shall be sent to the local President.

(e) Have been laid off for more than twelve (12) consecutive months, and have less than two years plant seniority.

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

(g) Accept employment elsewhere without the written consent of the Company while on "leave of absence".

8.04 The provisions of Article 8 shall be exercised so that the Company may maintain an adequate working force of trained employees at all times. The Company will not exercise its rights under this Article in an arbitrary or unfairly discriminatory manner.

VACANCIES

8.05 (a) The Company shall post notices of all vacancies coming within the scope of this agreement on the company bulletin board except for the following:

1. Select-Packers
2. Temporary vacancies covered by Article 8.06 (a).

A copy of all postings will be sent to the local President. If for some reason the permanent vacancy is not to be filled, the Union will be notified in writing.

The Company will post for vacation replacements for job groups 1 to 4A and Furnace Attendants during the month of January subject to 8.05(b) and 8.05(c). Employees will be allowed to make an application for a posted job with an equal or higher rate of pay than the job they occupy at the time of the vacation posting. Employees will be notified by February 28th whether they will be required to work as a vacation relief.

Employees designated as vacation relief employees will choose their vacation:

(i) according to the vacation schedule of the classification for which they will be vacation relief,

and

(ii) after the employees in their own department have chosen their vacation.

Any vacation replacement positions not filled by regular employees will be filled by new hires.

(b) Notice of such vacancies will be posted for seven (7) calendar days. Employees shall apply in writing for posted jobs. Applications will be completed in duplicate and submitted to the Supervisor. One copy will be initialed by the Supervisor and returned to the applicant. Prior to taking vacation, employees may leave written application with the Supervisor for a specific job. This application will be valid for that vacation period.

(c) The vacancy will be filled based upon the applicant's skill, ability and physical capability to do the job. Where qualifications are relatively equal, the applicant with the most Plant Seniority will be given the position. Employees selected shall be allowed a reasonable trial period on the job. If employees are not moved to the new job after 30 days and such rate is higher than their present rate, they shall receive such higher rate.

(d) Lines of Progression

Openings within the line of progression shall be filled by senior employees in the next lower job, provided they have the skill and ability to meet the job requirements. If no employee in that line of progression is available, the position will be filled by the posting procedure.

The line of progression is:

- (i) Apprentice Operator to;
- (ii) Operator to;
- (iii) Workout Person.

(e) Employees may elect for valid reasons to return to their previous position within twenty-one (21) worked days from date of transfer, if mutually agreed between employees and the Company.

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

(g) Where applicants do not receive the position applied for, they shall, upon written request to the Human Resources department, be given in writing within one week, reasons why their application was refused.

TEMPORARY VACANCIES

8.06 (a) Vacancies of forty-five (45) calendar days or less shall be filled without reference to the posting procedure from within the shift, provided the employee is presently able to do the work. If the job cannot be filled from within the shift, it will be filled from within the department, provided the employee is presently able to do the work.

(b) Vacancies which occur as a result of injury, sickness, pregnancy or leave of absence and exceed forty-five (45) calendar days shall be filled by the posting procedure on the basis of skill, ability and physical capability to do the job. Where qualifications are relatively equal, the applicant with most plant seniority will be given the job.

(c) Vacancies which occur for reasons other than those stated in clause 8.06 (a) or 8.06 (b) shall be filled in accordance with the posting procedure in clause 8.05 (a)(b) and (c).

(d) Experience gained through the application of 8.06 (a) or as a vacation replacement will not count in determining an employee's qualifications under 8.05 (c).

ARTICLE 9 - HOURS OF WORK

9.01 Normally scheduled hours for continuous shifts shall be on the basis of forty-two (42) hours per week, average.

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

9.03 (a) Time and one-half (1½) shall be paid for all authorized work performed in excess of the employee's normally scheduled working hours.

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

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

9.04 (a) Sunday work for continuous shifts shall be paid at a premium rate of time and one-half (1½) the regular hourly rate for the first eight (8) hours worked and double time for each hour thereafter.

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

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

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

(b) When twenty-four (24) hours' notice is not given under the provisions of 9.06 (a), the hours worked in the first shift of their new schedule will be paid as unscheduled overtime.

9.07 Any proposed change to an existing shift schedule will be discussed between Management and the Union and every effort will be made to reach mutual agreement. If agreement is not reached, the proposed schedule will become effective subject to the right of the Union to have recourse to the Grievance and Arbitration procedure claiming that the change was made to avoid a temporary work load of sixty (60) days or less.

9.08 Overtime work and paid holiday work will be on a voluntary basis subject to the provisions of Article 14.07. Regardless of this, shift workers will protect their job for one (1) hour into a new shift at overtime rates.

9.09 The Company shall pay a meal allowance of \$5.40 to all employees who work more than two (2) hours of authorized overtime, provided that the employees have not been given four (4) hours notice prior to starting work that they would be required to work overtime.

9.10 The Company agrees to post overtime distribution lists in each of the following groups on a weekly basis.

Workout Days
Workout Shifts
Furnace Attendants
Maintenance Day Workers
Maintenance Helper
Electro-Mechanical Technicians
I.S. Operators
Apprentice Operators
Select Packers
Utility Labourers
Ware Inspectors
L.T.O.C. - Drop Zone
L.T.O.C. - Cullet
L.T.O.C. - Shipping
Stores Attendant
Batch/Unloaders
Motor Mechanic
Mould Repair Shift
Mould Repair Days
Mould Makers

As far as practical, overtime opportunities will be equalized among those employees normally performing the work in these groups. The employee who normally performs the work with the lowest accumulation of overtime hours will be given first opportunity to work overtime if available to work. Overtime opportunities will be equated on the basis of paid regular hours, i.e. one hour of Sunday overtime equals two (2) hours.

Should the wrong person be offered overtime the person to whom the overtime should have been offered will receive the next opportunity.

The Company agrees to post overtime distribution lists in each department on a weekly basis and as far as practical, equalize overtime opportunities over a calendar year. Overtime distribution lists start anew at the beginning of each calendar year.

ARTICLE 10 - WORKING CONDITIONS

10.01 A Safety and Health Committee will be appointed consisting of a minimum of three (3) members appointed by the Company and a minimum of three (3) members appointed by the 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 shall hold regular meetings.

10.02 The Company agrees to make reasonable and proper provision for the maintenance of high standards of health and safety in the workplace. The Company shall comply with applicable federal and provincial health and safety legislation and regulations.

10.03 Where the nature of the work or working conditions so requires, all necessary safety equipment and other protective devices shall be provided and maintained by the Company. The Union will cooperate with the Company in all matters involving safety and health.

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

Lunch Periods

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

Rest Periods

Ten (10) minute rest periods twice a shift at times as close as possible to the midpoints of each half shift.

Wash Up Time

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

ARTICLE 11 - WAGE RATE SCHEDULES

11.01 For Wage Rate Schedules, refer to APPENDIX "A". Prior to implementation of a new job classification (not listed in Appendix "A") the Company will meet with the Union to discuss the rate of the new job classification. While an employee is laid off or on strike, the employee will not receive credits towards the wage progression outlined in Appendix "A".

11.02 A Cost of Living Allowance (COLA) shall provide 1¢ per hour for each full .35 rise in the Consumer Price Index (CPI) over the base index in each year of the Collective Agreement triggered at 5% (see APPENDIX "B" for details.)

11.03 Employees who are appointed as Lead Hands shall receive twenty-five (25) cents per hour more than their rate for their job for time spent as a Lead Hand.

11.04 Employees who are appointed as Qualified First Aid Personnel either for continuous duty or for relief duty, shall receive thirty cents (.30¢) per hour more than the rate for their job.

The Company agrees that employees will receive their regular base rate of pay for time spent on First Aid Attendant training and will not ~~suffer~~ a loss of hours as a result of such training. It is also agreed the employee will attend training on a scheduled day-off as well as on a normally scheduled working day. Overtime rates will apply on the employee's scheduled day-off.

11.05 All employees under jurisdiction of this agreement shall receive their wages by direct bank deposit, and not more than one week's wages shall remain unpaid when this payment is made. Pay stubs will be in sealed envelopes. The Company will include on pay stubs the hourly rates.

11.06 When requested by the Company, employees who are temporarily assigned to a classification other than their regular classification shall receive the classification rate of the classification to which they are assigned or their regular hourly base rate, whichever is the higher. The provisions of this clause will not apply if there is no work on the employee's regular job or in the case of lay-off.

11.07 (a) A new employee, other than an employee whose job classification falls into groups 7 or 8, will be paid the ~~start~~ rate for the job classification and on completion of six (6) working months shall be paid the classification rate for the job classification at which time the applicable progression for the job classification will start. A new employee whose job classification falls into groups 7 or 8 will be paid the classification rate of the job classification at which time the applicable progression for the job classification will start.

(b) A new employee who is promoted through a job posting prior to the completion of six (6) working months shall receive the classification rate for the job classification at which time the applicable progression for the job classification will start.

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

(d) For all employees on a continuous shift schedule, Canada Day, Civic Holiday and Labour Day shall be observed together on a three (3) day period which includes the publicly declared Labour Day. Such days to be the Saturday, Sunday and Monday.

14.02 Employees required to work on any of the above named holidays shall be paid at the rate of double (2) times their regular straight-time hourly rate in addition to their holiday pay.

14.03 To be entitled to payment, employees must have worked their last regular scheduled shift prior to the holiday and also their first regular scheduled shift following the holiday.

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

14.05 Holiday pay will be paid to employees where the holiday occurs during their vacation period, providing they worked their last regular scheduled shift prior to and also their first regular scheduled shift following the vacation period, or, at the employee's option, the employee shall be entitled to observe the holiday either on the day immediately preceding the vacation period or on the day immediately following the vacation period. Employees must notify their supervisor seven (7) days prior to their vacation of their intention.

14.06 Employees required to work on the holiday will be notified by the Supervisor at least forty-eight (48) hours before the holiday.

14.07 One employee per shift from the following classifications will be required to work on paid holidays to ensure essential services related to the maintenance of building or machinery:

1. Furnace Attendant
2. Lift Truck Operator - Checker working in culet area
3. Electro-Mechanical Technician
4. Workout Person

Employees in the above-named classifications who are required to work on paid holidays shall be permitted to accumulate days with pay in lieu of paid holidays and these accumulated days can be taken in conjunction with the employee's annual vacation, or singularly, at a mutually convenient time to the employee and the Company but no later than one (1) year after the holiday. Employees wishing to accumulate lieu days with pay shall notify their Supervisor before the holiday.

ARTICLE 15 - VACATION WITH PAY

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

Plant Seniority	Vacation Benefit	Vacation Pay
Less than 1 Year	1 day per month of seniority (max. 10 days)	4%
1 Year	2 weeks	Total 4½%
5 Years	3 weeks	Total 7%
12 Years	4 weeks	Total 9½%
22 Years	5 weeks	Total 12%
30 Years	6 Weeks	Total 14½%

15.02 Vacation pay will be based on the applicable percentage of the employee's annual earnings including Weekly Indemnity payments and Workers' Compensation payments (made for wage replacement only), accumulated during the twelve (12) month period ending on December 31, prior to the vacation year.

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

15.04 On the 1st, 5th, 12th, 22nd and 30th anniversary of employees Plant Seniority date they will be eligible for an additional week of vacation with the applicable percentage vacation pay. In the case of the 1st anniversary total vacation will not exceed two (2) weeks.

15.05 Vacation pay is to be paid two (2) weeks in advance of the vacation period.

15.06 The number of people who may be absent on vacation at any one time, in any one classification or shift, will be determined depending on the production requirements. Based on this, starting with the most senior departmental employees, all employees will be given a reasonable opportunity to indicate their choice of vacation date. In the event that employees who are entitled to more than two (2) weeks of vacation, wishes to take all of their vacation in consecutive weeks, then every attempt will be made to facilitate this, consistent with the reason for the request, production requirements and the rights of other employees. The vacation schedule will be finalized and posted by May 1.

15.07 (a) Employees who comply with Article 8.02(f) upon leaving the Company's service shall receive the unused portion of their earned vacations as calculated in 15.01.

(b) Employees who do not comply with Article 8.02(f) upon leaving the Company's service (except in case of discharge) shall receive the applicable vacation pay as stipulated in the Employment Standards Act.

ARTICLE 16 - HEALTH AND WELFARE

16.01 (a) The Company shall pay 100% of the premium cost and provide for each employee and their dependents when eligible, the following Health and Welfare Program:

- (1) Ontario Health Insurance Plan, O.H.I.P., including ~~Semi-Private~~ Hospital Coverage, effective the 1st of the month following 3 months service.
- (2) The existing Company Extended Health Plan, effective the 1st of the month following 2 months service. ~~Out-of-country~~ coverage is eliminated for all active and retired employees, except while travelling on company business.
- (3) The existing Group Life Insurance Coverage according to Schedule 3 i.e., ~~double~~ estimated annual earnings to a maximum of \$80,000. Life insurance coverage for new employees takes effect on the 1st of the month following probation. Retirees under the Company Pension plan will be covered for \$3,000.00.
- (4) A Weekly indemnity benefit amounting to 60% of basic earnings up to the Unemployment Insurance Commission's maximum insurable earnings, for absence due to a non-occupational injury commencing on the 1st day, hospitalization 1st day, and the fourth day of illness for a maximum period of twenty-six (26) weeks effective following two (2)

months service. The Weekly Indemnity Plan will be registered with the Canada Employment and Immigration Commission, and the total premium rebate shall be remitted to the Company (includes that portion of the rebate that is normally paid to the employee). The amount of Weekly Indemnity benefits shall not be reduced during the term of this Agreement.

- (5) A Dental Plan based on a one year lag fee schedule after paying the deductible (\$25.00 single/\$50.00 family). Maximum coverage is \$1,000.00 per person (single) and \$1,000.00 for each covered dependent (family) per year. (Routine and Major Restorative Plan, Excelsior Class I; 50% of Class II and Class III). Coverage is effective 1st of the month following 2 months service.

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

16.02 Employees injured at the plant and sent home by a Company Official (including the Company Nurse or Doctor) shall be paid for the balance of the shift during which the accident occurred at their base rate.

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

16.04 If an employee's Physician charges a fee for filling out an Attending Physician's Statement required to claim Weekly indemnity, the Company will reimburse up to **\$7.00** per form with a yearly maximum of **\$21.00** per employee.

ARTICLE 17 - BEREAVEMENT PAY

17.01 Employees shall be compensated at their base rate for a period of not more than three (3) consecutive days at eight (8) hours pay per day, for absence due to death in the immediate family, i.e., mother, father, husband, wife, child, stepchild, step-parent, mother-in-law, father-in-law, brother, sister, step-brother or step-sister.

17.02 Employees will be compensated at their base rate for a period of one (1) day at eight hours pay for attending a funeral and other related duties due to a death of a grandparent, grandchild, brother-in-law or sister-in-law.

ARTICLE 18 - LEAVE OF ABSENCE

18.01 (a) The Company may grant "leave of absence" without pay, to a maximum of three (3) months to employees for a legitimate personal reason, and such leave will not be Unreasonably withheld. To be valid, every application must be submitted in writing and approved by the Company in writing. Employees on a valid "leave of absence" shall not be considered to have been laid-off and their seniority shall continue to accumulate during their absence. The Company will not unreasonably deny a written request for an extension to a leave of absence.

(b) The Company will grant to any female employee a pregnancy leave of absence, up to a maximum of ten (10) months, provided she makes written application supported by a certificate from her attending physician.

Such employee shall accumulate seniority during her leave of absence provided she has not less than twelve (12) months seniority at the time of her request.

18.02 Provided that their absence does not result in any hindrance of operations, a maximum of five (5) employees may be granted "leave of absence" for official Union business. Written requests should be submitted at least seven (7) days in advance of the date of commencement of such a leave if at all possible.

18.03 Upon expiration of the employees' leave of absence and subject to their seniority rights, they will be re-employed in their former position at the rate prevailing at the time of such re-employment.

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

18.05 Employees on "leave of absence" under Clause 18.04 will continue to accumulate seniority and will be re-employed under the provisions of Clause 18.03.

ARTICLE 19 - JURY DUTY

19.01 Employees called for Jury Duty or subpoenaed as a Crown Witness, will be paid the difference between their hourly base rate of wages for their normally scheduled hours and the amount paid by the Court. Payment under this article will not apply when employees are subpoenaed as a Crown Witness on their own behalf.

ARTICLE 20 - BULLETIN BOARDS

20.01 The Company agrees to furnish ~~two~~ locked notice boards in suitable locations easily ~~accessible~~ to the employees, for the purpose of posting notices of interest to the Union.

20.02 All material posted will be subject to approval by Management ~~before~~ being posted.

ARTICLE 21 - TECHNOLOGICAL CHANGES AND SEPARATION ALLOWANCE

21.01 When the Company plans the introduction of Technological changes which will ~~result in~~ employees on the Seniority List becoming redundant, the Company will advise the Union of the planned changes as ~~soon as~~ possible.

21.02 The Company's ~~policy~~ shall be to relocate and retrain, where practicable, within the Company, any employee on the Seniority List whose job may be eliminated by said changes. The Company and the Union shall cooperate in ~~resolving~~ any resulting problems.

21.03 Employees who are laid off indefinitely because they cannot be relocated and retrained ~~following~~ a Technological change, or the ~~closing~~ of the Plant or Department will be ~~eligible~~ to make application for separation pay ~~within twelve (12) months after~~ being laid off. An employee who applies for and accepts separation payment shall forfeit ~~seniority and all~~ other rights under this Agreement. The amount of separation pay will ~~be~~ according to the following formula:

5 years but less than 7 years Plant seniority
2 months pay
7 years but less than 10 years Plant seniority
4 months pay

10 years but less than 15 years Plant seniority
6 months pay
15 years or more Plant seniority
12 months pay

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

ARTICLE 22 - SEPARABILITY

22.01 If any provisions of the Collective Agreement shall be held invalid and in conflict with the Federal or Provincial Law, the remainder of the Collective Agreement shall not be affected thereby.

ARTICLE 23 - NO STRIKE OR LOCKOUT

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

ARTICLE 24 - CLOTHING

24.01 Forming Department operators or others whose job requires gloves shall be supplied suitable gloves by the Company as needed.

24.02 The Company shall supply uniforms for First Aid Attendants who are appointed for continuous duty and for relief duty.

24.03 (a) The Company will pay for suitable safety shoes to a maximum of **\$50.00** per pair for all present employees, who will be required to wear them **unless** excused in writing by the Company.

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

(b) On request, the Company will pay for replacement shoes to a maximum of **\$50.00** per pair as per the agreed schedule.

Repairs and replacement in excess of this schedule will be at the employees expense.

Safety Shoe Replacement Schedule

12 months - Select and Pack, Mould Repair Person, Mould Maker, Stores Attendant

10 months - Lift Truck Operator Checker - Shipping and Drop Zone

8 months - Maintenance, Motor Mechanic, All others

4 months - Forming employees, Batch/Unloader, and L.T.O.C. - Cullet.

24.04 The cost of plain safety glasses and frames will be paid by the Company as well as prescription safety glasses. The optician shall be selected by the Company. These glasses will be replaced every two (2) years if necessary or if broken or damaged in the performance of the employee's job.

ARTICLE 25 - APPRENTICESHIP PROGRAM

25.01 The Company and the Union recognize the need for the development and training of qualified employees required to maintain and improve the efficiency of operations, quality and service.

25.02 The Apprenticeship program shall be conducted under the guidance of the Apprenticeship Branch and will not be subject to the lay-off provisions of Article 8 of the Agreement. The Apprenticeship shall be a term of the hours as prescribed for the trade by the Apprenticeship Branch of the Ontario Department of Labour.

25.03 The starting rate for all apprentices shall be the Helper rate. The duration of each Apprenticeship Program is 8000 hours worked. Apprentices will receive eight (8) equal 1000 hour increases until they reach the journeyman rate of the trade, provided they progress within the program requirements.

25.04 Employees selected for entry into the program shall be on probation for a period of six (6) months and shall be paid at start rate. If during this time, employees or the Company feel they are not suited for the program, they will return to their last previous position and those affected will return to their previous positions.

25.05 Apprentices shall be trained in accordance with the prepared schedules of training in shop work and related subjects as approved by the Apprenticeship Branch of the Ontario Department of Labour.

25.06 Every apprenticeship shall enter into a written agreement with the Company to serve the apprenticeship term. The contract shall be signed by the Company, the apprentice and in the case of Minors, their parent or guardian.

The contract shall be registered with the Apprenticeship Branch of the Ontario Department of Labour and shall form part of these standards. (Subject to any changes made by the Ontario Branch of the Department of Labour).

25.07 While attending an approved Vocational School the Apprentice will receive from the Apprenticeship Branch allowances and school expenses, in accordance with the Government's schedule of grants pertaining to Apprenticeship Training. In addition, apprentices shall receive from the Company an allowance comprised of the difference between the weekly living allowance granted by the appropriate government authorities and their regular straight time hourly rate multiplied by forty (40) hours.

25.08 Apprentices shall be protected up to the point where it becomes necessary to lay-off journeymen within the classification from the plant. Apprentices in the trade where a layoff is necessary will then be laid off by seniority accumulated within the classification. Apprentices will be recalled by job seniority as required.

25.09 If apprentices fail to make satisfactory progress at learning their trade, after reasonable warning, this may result in their apprenticeship being terminated. Upon completion of each period of training in an approved Vocational School, an apprentice will be required to pass examinations set by the Apprenticeship Branch. Practical examinations shall be confined to the area of training received. In the event of failure to pass examinations, Apprentices shall be required to undergo a period of retraining on subject material specified by the Apprenticeship Branch authorities and will be required to be re-examined within twelve months. Employees' rates will not be adjusted until they successfully complete the exam. Failure to pass the second examination will result in their removal from the Program.

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25.10 The number of apprentices employed shall be governed by the number of tradespeople and the needs of the Company. The ratio shall be determined by the Company, depending on the trade under consideration.

25.11 Each apprentice will be subject to the terms and conditions of the Collective Agreement.

ARTICLE 26 - TOOL ALLOWANCE

26.01 The Company shall pay on January 1st of each year, a tool allowance, on a pro-rated basis for the time spent on the job for a new or existing employee, at the rate of one hundred and twenty-five dollars (\$125.00) per annum to employees who require and own for satisfactory performance of their trade on the job, personal tools costing two hundred dollars (\$200.00) or more.

ARTICLE 27 - DURATION OF AGREEMENT

27.01 This Agreement shall be effective from ~~March 16, 1994~~ and shall remain in force up to ~~March 15, 1997~~ and shall continue automatically thereafter for periods of one (1) year unless written notice of a desire to amend the Agreement is given by either party to the other in accordance with the following:

(a) If amendments are desired by either party, notice and a list of proposed amendments shall be given to the other party not more than ninety (90) days prior to the expiration date.

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

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

FOR THE COMPANY:

**B. Foster,
VICE PRESIDENT HUMAN RESOURCES.**

**J. Galloway,
PLANT MANAGER.**

**A. Moore,
MANAGER, HUMAN RESOURCES.**

**FOR THE ALUMINUM, BRICK AND GLASS WORKERS
INTERNATIONAL
UNION, LOCAL 269 G (AFL-CIO-CLC)**

**Rodney Bezo,
EXECUTIVE OFFICER.**

**Bob Randall,
PRESIDENT.**

**Brad McMurray,
VICE-PRESIDENT.**

**Dennis Mikkelsen,
LOCAL COMMITTEE REPRESENTATIVE.**

APPENDIX "A"
WAGE RATE STRUCTURE
 Effective March 16, 1994 (Year 1)

Group and Job Class.	Start Rate	Class. Rate	3 Months	6 Months	9 Months	1 Year	2 Years
<u>Group 1</u> Select & Packer	14.18	15.25	15.37				
<u>Group 2</u> Utility Labourer	14.18	15.25	15.37				
<u>Group 3</u> Maintenance Helper Apprentice Operator	14.30	15.37	15.48	15.62			
<u>Group 4A</u> Lift-Truck Op. Checker Stores Attendant	14.54	15.62	15.72	15.83			
<u>Group 4B</u> Loader	14.41	15.48	15.62	15.72	15.83		
Furnace Attendant	14.41	15.48	15.62	15.72	15.83	15.98	

Group 5							
Ware Inspector	14.70	15.77				16.07	16.38
Group 6							
I.S. Operator							
Ware Inspector (Days)	16.24	17.31	17.45	17.55	17.66		
Group 7							
Mould Repair Person		18.07				18.18	18.31
Group 7B							
Workout Person (Unlic)	17.15	18.22				18.52	18.83
Workout Person (Lic.)		19.50				19.63	19.74
Motor Mechanic (Unlic)		18.59				18.70	18.83
W.O. Person (Red circled)		19.00				19.13	19.24
Motor Mech. (Red circled)		19.00				19.13	19.24
Group 8							
Mould Maker							
Elect. Maint. Person							
Mech. Maint. Person							
Electro Mech. Tech.							
UNLICENSED		19.00				19.13	19.24
UCENSED		19.50				19.63	19.74

Note: An Apprentice Operator at the six month rate when promoted to I.S. Operator will *start* at the three month I.S. Operator rate.

APPENDIX "A"
WAGE RATE STRUCTURE
Effective March 16, 1995 (Year 2)

Group and Job Class.	Start Rate	Class. Rate	3 Months	6 Months	9 Months	1 Year	2 Years
<u>Group 1</u> Select & Packer	14.51	15.58	15.70				
<u>Group 2</u> Utility Labourer	14.51	15.58	15.70				
<u>Group 3</u> Maintenance Helper Apprentice Operator	14.63	15.70	15.81	15.95			
<u>Group 4A</u> Lift-Truck Op. Checker Stores Attendant	14.87	15.95	16.05	16.16			
<u>Group 4B</u> Batch/Unloader Furnace Attendant	14.74	15.81	15.95	16.05	16.16	16.31	

Group 5							
Ware Inspector	15.03	16.10				16.40	16.71
Group 6							
I.S. Operator							
Ware Inspector (Days)	16.57	17.64	17.78	17.88	17.99		
Group 7							
Mould Repair Person		18.40				18.51	18.64
Group 7B							
Workout Person (Unlic)	17.48	18.55				18.85	19.16
Workout Person (Lic.)		19.83				19.96	20.07
Motor Mechanic (Unlic)		18.92				19.03	19.16
W.O. Person (Red Circled)		19.33				19.46	19.57
Motor Mech. (Red Circled)		19.33				19.46	19.57
Group 8							
Mould Maker							
Elect. Maint. Person							
Mech. Maint. Person							
Electro Mech. Tech.							
UNLICENSED		19.33				19.46	19.57
LICENSED		19.83				19.96	20.07

Note: An Apprentice Operator at the six month rate when promoted to I.S. Operator will *start* at the three month I.S. Operator rate.

APPENDIX "A"
WAGE RATE STRUCTURE
Effective March 16, 1996 (Year 3)

Group and Job Class.	Start Rate	Class. Rate	3 Months	6 Months	9 Months	1 Year	2 Years
<u>Group 1</u> Select & Packer	14.51	15.58	15.70				
<u>Group 2</u> Utility Labourer	14.51	15.58	15.70				
<u>Group 3</u> Maintenance Helper Apprentice Operator	14.63	15.70	15.81	15.95			
<u>Group 4A</u> Lift-Truck Op. Checker Stores Attendant	14.87	15.95	16.05	16.16			
<u>Group 4B</u> Batch/Unloader Furnace Attendant	14.74 14.74	15.81 15.81	15.95 15.95	16.05 16.05	16.16 16.16		16.31

<u>Group 5</u>					
Ware Inspector	15.03	16.10			16.40 16.71
<u>Group 6</u>					
I.S. Operator					
Ware Inspector (Days)	16.57	17.64	17.78	17.88	17.99
<u>Group 7</u>					
Mould Repair Person		18.40			18.51 18.64
<u>Group 7B</u>					
Workout Person (Unlic)	17.48	18.55			18.85 19.16
Work-out Person (Lic.)		19.83			19.96 20.07
Motor Mechanic (Unlic)		18.92			19.03 19.16
W.O. Person (Red Circled)		19.33			19.46 19.57
Motor Mech. (Red Circled)		19.33			19.46 19.57
<u>Group 8</u>					
Mould Maker					
Elect. Maint. Person					
Mech. Maint. Person					
Electro Mech. Tech.					
UNLICENSED		19.33			19.46 19.57
LICENSED		19.83			19.96 20.07

Note: An Apprentice Operator at the six month rate when promoted to I.S. Operator will start at the three month I.S. Operator rate.

APPENDIX "B"
COST OF LIVING ALLOWANCE
(1st Year of the Agreement)

For this purpose:

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

(b) The Base Index means the C.P.I. for the month of January, 1994 + 5%.

(c) The Cost of Living Allowance Program shall provide \$0.01 per hour for each full .35 point rise in the C.P.I. over the base index. Payments if any, will take place in the first pay period in the month following the publication of the C.P.I. for April 1994 based on the total point advance in April 1994 C.P.I. over the base index. Thereafter, the allowance will be adjusted upwards or downwards as required at three month intervals based on the Index as of July 1994, October 1994 and January 1995.

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

(e) The allowance, if any, will continue following the March 16, 1995 wage increase.

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

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

APPENDIX "B"
COST OF LIVING ALLOWANCE
(2nd Year of the Agreement)

For this purpose:

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

(b) The base index means the C.P.I. for the month of January, 1995 + 5%.

(c) The Cost of Living Allowance Program shall provide \$0.01 per hour for each full .35 point rise in the C.P.I. over the base index. Payments if any, will take place in the first pay period in the month following the publication of the C.P.I. for April, 1995 based on the total point advance in the C.P.I. over the base index. Thereafter, the allowance will be adjusted upwards or downwards as required at three month intervals based on the index as of July 1995, October 1995 and January 1996.

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

(e) The allowance, if any, will continue following the March 16, 1996 wage increase.

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

(g) The continuance of the Cost of Living Allowance shall be contingent upon the availability of the official monthly C.P.I. in its present form and calculated on the same basis as the Index in effect at the date of signing this agreement unless otherwise agreed by the parties.

APPENDIX "B"
COST OF LIVING ALLOWANCE
(3rd Year of the Agreement)

For this purpose:

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

(b) The base index means the C.P.I. for the month January, 1996 + 5%.

(c) The Cost of Living Allowance Program shall provide \$0.01 per hour for each full .35 point rise in the C.P.I. over the base index. Payments if any, will take place in the first pay period in the month following the publication of the C.P.I. for April 1996 based on the total point advance in the C.P.I. over the base index. Thereafter, the allowance will be adjusted upwards or downwards as required at three month intervals based on the index as of July 1996, October 1996 and January 1997.

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

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

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

APPENDIX "C"

PENSION AGREEMENT

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

SUMMARY OF MAJOR PROVISIONS

Future Service Benefit

Jan. 1, 1990 \$32./Month

Minimum Basic - Past Service Benefit

Jan. 1, 1993 \$24./month

No Reduction - Retirement Age

Jan. 1, 1989 Age 60

Bridging Pension

\$16./Month/Year of credited service to a maximum of 30 years.

Payable from age 60-65 Jan. 1, 1992.

Vesting

Pre 1/1/87, 10 years service

Post 1/1/87, 2 years plan membership

Eligibility

2 years service

Post-Retirement - Spousal Benefit

88% to Member
60% to spouse after member's death.

Disability Pension

1/1/88 - With 10 or more years credited service, but does not qualify for T & P disability.

May retire on disability pension if totally disabled after W.I. expires.

LETTER OF INTENT

The Company agrees to implement a twelve hour rotating shift schedule, on a trial basis, under the conditions agreed to, and signed by, the parties and set out in the letter "Conditions for the Implementation of a 12-Hour Shift Work Schedule" and related Amendments to the Agreement below:

This letter sets out the conditions under which the Company agrees to implement a twelve (12) hour shift schedule.

The Company's policy on the 12-hour shift schedule has been developed with the purpose of maintaining internal equity among all employees regardless of work schedule. To accomplish this, the following principles have been applied in developing administrative rules for the 12-hour shift schedule:

1. There shall be no additional cost to the Company as a result of this schedule.
2. There shall be no increase or decrease in benefits for those employees on the 12-hour schedule.
3. These principles apply when questions of interpretation or application of the Collective Agreement and these amendments occur.

In view of the potential impact on employees and operations, this schedule will be subject to continuous monitoring by the Company. Representatives of the Company and the Union will meet from time to time at the request of either party for the purpose of reviewing the experience relative to the operation of such schedule and more specifically to discuss any change in conditions in areas such as safety, absenteeism, operational capability, quality, percent pack, C.G.

standard, health, legislative prohibition, etcetera, with the view to determining whether such schedule should be continued or terminated.

On the first work week (as defined herein) thirty (30) days after ratification of this agreement by the membership of Local ~~269-G~~, a twelve (12) hour shift rotation schedule shall be put into effect for Production workers only on those operations working seven days per week, except, those listed below.

Once effected, the parties further agree that this agreement shall be for a trial period of one (1) year from such date **unless** the parties mutually agree to terminate this agreement sooner. **If** such mutual agreement to **terminate** is reached, the twelve (12) hour shift schedule shall cease on the first work week which commences after thirty (30) days from date of mutual termination.

If either party wishes to discontinue or modify this agreement, that party shall give written notice of such intent to the other party at least thirty (30) days prior to the expiration date of the one (1) year trial period. Should neither party desire to amend or terminate this agreement, it shall continue in effect year to year thereafter until amended or terminated as provided for in the first year's trial.

In this case, following such notice, all the departments will revert to the previous (8) hour shift schedule and will be governed exclusively by clauses of the Collective Agreement which apply to that shift schedule.

The twelve (12) hour shift schedule will apply to all employees with the following exceptions:

Maintenance Helper
Stores Attendant
Batch Unloader
Workout Person (days)

Motor Mechanic
Mould Maker
Electrical Maintenance Person
Mechanical Maintenance Person
L.T.O.'s on intermittent shifts (Warehouse)

The Company **reserves** the right to make **additions** or deletions to these exceptions, depending on the needs of the business.

The implementation or termination of the twelve (12) hour shift schedule shall not result in the payment of overtime hours or any other premiums for the sole reasons of transferring from one **shift** schedule to another **shift schedule**.

AMENDMENTS TO THE AGREEMENT

The following provisions of the Collective Agreement and all other letters of interpretation, understanding, or agreement between the parties shall be amended as follows only insofar as they apply to employees working under the new twelve (12) hour shift schedule.

Specifically:

ARTICLE 9 - HOURS OF WORK

Is amended by adding the following:

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

First Shift - 7:00 a.m. to 7:00 p.m.
Second Shift - 7:00 p.m. to 7:00 a.m.

Normal hours of work are established on the basis of an average forty-two (42) hours per week, thus twelve (12) hours per day.

Double time base hourly rate will be paid for hours worked in excess of fourteen (14) consecutive hours.

Time and one-half (1½) shall be paid for all authorized work performed in excess of twelve (12) consecutive hours (i.e. normally scheduled working hours).

Sunday work for continuous shifts shall be paid at a premium rate of time and one-half (1½) the regular hourly rate for the first twelve (12) hours worked and double time for each hour thereafter (11:00 p.m. Saturday to 11:00 p.m. Sunday).

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

Shift workers will protect their job for one (1) hour into a new shift at overtime rates.

When it is required to have employees work overtime, employees on their days off will be called to work a full shift with preference given as follows:

1. A shift which is on scheduled days off but the period of overtime would still give the employees at least twelve (12) hours off since their last shift and a least twelve (12) hours off before their next shift.
2. As far as practicable, overtime will be equally distributed among those normally performing the work.
3. Should this be unsuccessful, employees on the shift prior to the requirement will be asked in the **same order as if specified** above to work six (6) hours over and similarly the employees on the following shift will be asked to **come in** six (6) hours early to give full shift coverage.

ARTICLE 10 - WORKING CONDITIONS

Lunch and Rest Periods

Employees on the twelve (12) hour shift schedule will be given and paid a total of seventy-five (75) minutes for lunch and rest periods **per** shift.

Each employee will be provided with a ten (10) minute rest period and a twenty-five (25) minute lunch period in the first half shift, and a fifteen (15) minute rest period and a twenty-five (25) minute rest period in the second half shift.

ARTICLE 8 - SENIORITY

8.01 (b) New employees shall be termed probationary and shall be placed on the seniority list after they have completed thirty (30) days worked within a twelve (12) month period. Upon completion of this probationary period, employees will be placed on the plant seniority list and their seniority date will be the first day actually worked. Employees hired on the same day will be placed on the seniority list in alphabetical order.

ARTICLE 12 - SHIFT DIFFERENTIALS

Employees scheduled to work the 7:00 p.m. to 7:00 a.m. shift shall receive thirty-nine cents (39¢) per hour while working on that shift.

ARTICLE 13 - REPORTING AND CALL-IN ALLOWANCE

Employees who are called in outside of their regularly assigned hours from 7:00 p.m. Sunday to 7:00 p.m. Saturday will receive no less than four (4) hours at time and one-half (1½) their hourly rate. The provisions of this Article do not apply if employees begin to work one hour or less before their regular shift.

Employees who are called in outside of their regularly assigned hours from 7:00 p.m. Saturday to 7:00 p.m. Sunday, will receive no less than four (4) hours at double time their hourly rate. The provisions of this article do not apply if employees begin to work one hour or less before their regular shift.

ARTICLE 14 - PAID HOLIDAYS

Subject to the other provisions of this Article, employees who have completed their probationary period will be paid for the following holidays on the basis of eight (8) hours at their regular base rate:

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

For all employees on the 12 hour shift schedule, Canada Day, Civic Holiday and Labour Day shall be observed together on a three (3) day period which includes the publicly declared Labour Day. Such days to be the Saturday, Sunday and Monday.

ARTICLE 15 - VACATION WITH PAY

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

Plant Seniority	Vacation Benefit	Percentage of Vacation Pay
Less than 1 year	1 day per month of seniority (max. 2 calendar weeks)	4%
1 year	2 calendar weeks	Total 4½%
5 years	3 calendar weeks	Total 7%
12 years	4 calendar weeks	Total 9½%
22 years	5 calendar weeks	Total 12%
30 years	6 calendar weeks	Total 14½%

A vacation week is defined as seven (7) consecutive calendar days commencing at the start of a shift sequence.

ARTICLE 17 - BEREAVEMENT PAY

Employees shall be compensated at their base rate for a period of not more than three (3) consecutive days at eight (8) hours pay per day, for absence due to death in the immediate family, i.e. mother, father, husband, wife, child, stepchild, step-parent, mother-in-law, father-in-law, brother, sister, step-brother or step-sister.

Employees will be compensated at their base rate for a period of one (1) day at eight hours pay for attending a funeral and other related duties due to a death of a grandparent, grandchild, brother-in-law or sister-in-law.

ARTICLE 19 - JURY DUTY

Employees called for Jury Duty or subpoenaed as a Crown Witness, will be paid the difference between their hourly base rate of wages for their normally scheduled hours (but with a maximum of eight hours per day) and the amount paid by the Court. Payment under this article will not apply when employees are subpoenaed as a Crown Witness on their own behalf.

LETTER OF UNDERSTANDING - # 1

Ware Inspector Positions

The Company has agreed to post 4 new positions of Ware Inspector subject to the following:

- Employees would be classified and paid as Ware Inspectors
- These 4 individuals would work as Ware Inspectors. When there is not enough work in the classification, they would be required to work as Select Packers or Utility Labourers.
- They would be eligible for overtime in the Ware Inspector classification **only**.
- These ware inspectors would be classified as Ware Inspector **B** to distinguish between the current Ware Inspectors duties and this position.
- In the case of plant lay off seniority will determine who will be kept in the plant in accordance with the current lay **off** clause.
- Both Ware Inspectors will be paid at the same rate.
- If an opening occurs in either the A or B Ware Inspector, the job will be posted.
- People designated as A and B Inspectors will schedule their vacation together as one classification. The normal scheduling procedure will be followed.
- When the B Ware Inspectors move into their job, all Ware Inspectors overtime hours will return to zero.

LETTER OF UNDERSTANDING - # 2

Appendix C - Pension

The parties agree that the financial problems of the present Pension Plan cannot be resolved during the negotiations.

The parties agree to convene a meeting with the other Locals represented by the ABGW following ratification of the Collective Agreement in order to discuss and reach solutions to the Pension Plan problems which would be acceptable to all interested parties.

If changes to the Pension Plan cannot be agreed to by the employees represented by Local 269, the provisions of the existing Pension Plan will be maintained for the duration of the Collective Agreement.

LETTER OF UNDERSTANDING - # 3

Effective March 16, 1996, all active employees to receive a lump sum payment of \$500.

Active employees includes those employees who are absent and in receipt of Weekly Indemnity or Workers' Compensation Benefits and must have worked within a 3 month period immediately preceding or immediately following the payout date of March 16, 1996.