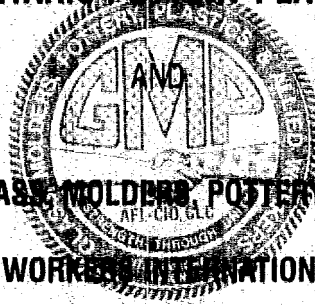

COLLECTIVE AGREEMENT

BETWEEN

**CRANE CANADA INC.
ONTARIO POTTERY PLANT**



**"GMP" - GLASS MOLDERS, POTTERY, PLASTICS
& ALLIED WORKERS INTERNATIONAL UNION**

AFL-CIO-CLC

LOCAL NO. 3B

JUNE 1, 1999 - MAY 31, 2004

ONTARIO POTTERY PLANT - LOCAL 3B
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MAY 1 2010

COLLECTIVE AGREEMENT

BETWEEN: CRANE CANADA INC.
ONTARIO POTTERY PLANT

Hereinafter referred to as "the Company" of the First Part

AND: "GMP" - GLASS, **MOLDERS**, POTTERY, PLASTICS &
ALLIED **WORKERS** INTERNATIONAL UNION
AFL-CIO-CLC
LOCAL NO. 3B

Hereinafter referred to as "the Union" of the Second Part

ARTICLE 1 - PREAMBLE

1.01 It is mutually agreed that the purpose of this Agreement is to promote co-operation and harmony between the Employer and Employee, to recognize mutual interest, to provide a channel through which information and problems may be transmitted from one to the other, and to provide methods for fair and peaceful adjustment of **all** grievances, to promote efficiency in the production of quality products, set forth the basic agreements controlling rates of pay, hours of work, dispute procedures and conditions of employment.

1.02 This Collective Agreement continues to support the principle of continuous improvement for Ontario Pottery and it differs in many instances with past practices.

The future of the Plant and its success rests on its capacity to provide the best customer service and to meet the ever increasing need for quality products at competitive prices.

Ontario Pottery will ensure its viability in this new environment by encouraging teamwork and involvement at all levels.

ARTICLE 2 - RECOGNITION

- 2.01** The Company recognizes the Union as the bargaining agent for all regular employees of the Company employed at its Ontario Pottery Plant situated at 420 Sidney Street, Trenton, Ontario, save and except supervisors, persons above the rank of supervisor, office and sales staff, laboratory personnel, quality control personnel, modellers, manufacturing engineering personnel, plant clerical personnel, students employed during school vacation periods.
- 2.02** The words "employee" or "employees" as used in this agreement shall mean only such employees as are included in the bargaining unit as defined in Clause 2.01.
- 2.03** Employees defined in Clause 2.01 not in the bargaining unit, students employed during the vacation periods excepted, shall not work on any production job which is included in the bargaining unit, except for the purpose of instruction, experimenting or in emergencies when regular employees are not available.
- 2.04** In the event that there is new work in the plant that falls within the scope of the bargaining unit, the Company will discuss with the Union the possibility of assigning the work to new or existing bargaining unit members.
- 2.05** In this Agreement, words using the masculine gender include the feminine and neuter; the singular includes the plural, and the plural, singular where the text so indicates.

ARTICLE 3 - MANAGEMENT OF THE PLANT

- 3.01** The Union recognizes that it is the Company's exclusive right to operate and administer its affairs and to manage the operation in a manner that is consistent with the expressed provisions of this Agreement, including (for example) the following rights:
- (a) to direct the working force, to plan, direct and control operations, and ~~to~~ schedule working hours;
 - (b) to hire and select employees from any source and to promote, demote or transfer employees;
 - (c) to make and implement reasonable rules and regulations, provided that changes to such rules and regulations will be communicated to the Union in advance;
 - (d) to discipline employees for just cause (including suspension or **discharge**) when the employee is responsible for acts of culpable misconduct to negligence, including a violation of the Company's rules and regulations;
 - (e) to release employees because of lack of work or for any other reasons;
 - (f) to introduce new and improved standards or facilities, and to change existing production methods and facilities. and to establish standards.
- 3.02** A disciplinary action will be removed from the record of an employee **as** long as he has not been disciplined for a related incident in the last twelve (12) months.

ARTICLE 4 - UNION MEMBERSHIP AND CHECK-OFF

- 4.01** All regular employees who are Union members at the signing of this Agreement shall, as a condition of employment, maintain their Union membership in good standing for the duration of this contract. **An** employee shall be considered in good standing providing he pays his regular monthly dues as defined in Clause 4.04.

- 4.02** All regular employees, who are not members of the Union at the date of the signing of this Agreement shall, as a condition of employment, authorize the Company to deduct from their pay an amount equal to the local Union monthly dues, for the duration of contract.
- 4.03** All new employees and all students employed during the school vacation period shall pay Union dues or equivalent commencing with the month following the month of hire. New employees, on completion of their probationary period may voluntarily elect to become or refrain from becoming members of the Union. Such employees, however, shall as a condition of employment, authorize the Company on a form approved by the Company to deduct from their pay an amount equal to the Local Union monthly dues for the duration of the Agreement.
- 4.04** Dues are defined for the purpose of this Article as the regular Union dues in accordance with the Union's constitution.
- 4.05** Dues or equivalent deductions shall be made from the last pay cheque of each month, or on such other dates mutually agreed upon by the Company and the Union. The money so deducted with a list of those for whom deductions were made or to be made will be remitted to the International Secretary/Treasurer within ten (10) days of the last deduction made in the month.
- 4.06** The Company will provide the Financial Secretary of the Local with a copy of the periodic printout showing each employee's address and telephone number, with the understanding that such information is for the exclusive use of the Local Executive and the International Union.

ARTICLE 5 - DISCRIMINATION

- 5.01** The Company and the Union agree that there will be no intimidation, interference, discrimination, restraint or coercion exercised against any person by the Company or Union or any of their respective representatives or any employee by reason of membership or nonmembership in the Union.

- 5.02** The Union agrees that except with the consent of the Company, no agent or officer of the Union or local shall engage in any Union activities on the Company's premises with any employee at any time.
- 5.03** It is agreed by the Union, the Company, and each employee that they will abide by and promote the principles and provisions of the Ontario Human Rights Code. Without limitation, there will be no discrimination or harassment against any person because of race, ancestry, place of origin, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offence, marital status, family status or handicap as those terms are defined and applied by the Code.

ARTICLE 6 - SAFETY AND HEALTH

- 6.01** All employees will be responsible for observing all safety rules and regulations designated by the Company and posted on the bulletin boards
- 6.02** The Company and the Union will co-operate in the continuing objective to eliminate accidents and health hazards.
- 6.03** Safety equipment and devices will be supplied by the Company in those areas requiring the use of such protective measures.
- 6.04** All employees will be required to wear C.S.A. and Company-approved standard safety shoes, as a condition of employment, the cost of which will be paid for by the Company up to a limit of one hundred and twenty dollars (\$120) per calendar year. Such safety shoes will only be paid for by the Company on the completion of an employee's probationary period.
- 6.05** C.S.A. and Company-approved standard safety glasses will be provided by the Company, and must be worn where required, as determined by the Company.

6.06 If an employee requires prescription safety glasses, he will get a purchase requisition order from his supervisor. Provided that the employee has not received new prescription safety glasses within the past 24 months, the requisition will be approved and the Company will be responsible to pay 100% of the cost of the glasses. An employee is entitled at any time to lens or frame replacement due to damage in the normal course of work. An employee is also entitled to lens replacement if proven necessary by a certified change in prescription, no sooner than 12 months after the previous requisition of new lenses or new glasses. An employee may go to the optometrist of his choice; the Company accepts no responsibility for an employee's eye tests, checking and fitting. An employee must purchase safety glasses at a location approved by the Company, from a reasonable selection of frames approved by the Company, with a selection of at least six (6) types of safety frames. The Company will notify the Union in writing of the approved location. In all other respects, prescription safety glasses shall be approved and worn in accordance with Article 6.05.

6.07 The Company agrees to the establishment of a plant Health and Safety Committee, consisting of three (3) hourly employees, elected or appointed by the Union, and three (3) Company representatives, unless otherwise agreed. All representatives on the plant Health and Safety Committee will have at least one (1) year's service in the plant.

- 6.08** It is understood that the function of the plant Health and Safety Committee shall be to meet on a regular basis and hold regular safety inspection tours of the plant, to promote the plant safety rules and regulations, and to advise the plant management concerning health and safety matters, and to investigate lost-time accidents, but not to handle grievances. The Committee may also provide input into issues and cases concerning the Company's return to work and modified work policies and programs. The Company agrees to provide the Co-Chairperson of the Joint Health and Safety Committee with a copy of the Form #7 (Workplace Safety and Insurance Board) and with reports of cases of return to work and modified work in respect of any lost time accidents.
- 6.09** Minutes of the meetings of the Health and Safety Committee will be taken including, where possible, target dates for the completion of actions. Copies of the minutes will be distributed to the members of the Health and Safety Committee, the Local President and a copy posted on the plant bulletin boards.
- 6.10** An employee is entitled to refuse work that is unsafe in accordance with the *Occupational Health and Safety Act*.

ARTICLE 7 - UNION REPRESENTATION

- 7.01** The Company recognizes the right of the Union to appoint a Union Executive (including Local President and Shop chairperson) and five (5) Stewards, plus one (1) afternoon shift Steward. Each Executive Member and Steward at the time of his appointment must be a regular employee of the Company. Executive Members and Stewards shall be held responsible for the same quality and quantity of work as other employees. The duty of such Executive Members and Stewards shall be to represent the employees in dealing with complaints, working conditions, and the processing of grievances as outlined in the grievance procedure. Union Steward representation will be as follows: Cast Shop - 2; Mould, Slip and Maintenance - 1; Kiln, Glost, Inspection and Shipping - 1; Spray and Rework - 1, afternoon shift 1

- 7.02 The Union will inform the Company in writing of the names of the Executive Members and Stewards, and any subsequent changes in the names of the Executive Members and Stewards. The Company shall not recognize any Executive Members or Stewards until such notification from the Union has been received. The Company will inform the Union in writing of the names of the members of the management team and any subsequent changes.
- 7.03 The Union will be allowed to post, on bulletin boards provided by the Company, notices regarding matters pertaining only to the Union. All such notices are subject to the approval of the Plant Manager or his representative before being posted.
- 7.04 Employees, Stewards and Shop Chairman shall report and obtain permission from their foreman, whenever it becomes necessary to leave their work, for the purpose of handling grievances. The Steward or the Shop Chairman who has the right to take up Union business in a department other than his own department must obtain prior permission of the foreman of that department as well as prior permission of his own foreman. The Steward and the Shop Chairman shall report back to his foreman at the time he returns to work. Failure to follow the provisions of this Clause will result in disciplinary action.
- 7.05 No employee, including a Steward or Executive Member, shall lose pay for time spent during his normal working hours attending meetings scheduled by the Company on Company premises, or processing complaints or grievances, in accordance with Article 9, or other Union business legitimately arising out of this Agreement.
- 7.06 Time spent in Collective Labour Agreement negotiations, for a maximum of three (3) members of the Union negotiating committee will be paid for, by the Company, on the basis of eight (8) hours per day at straight time base hourly rate, provided there is no violation of Article 8 of the Agreement.

- 7.07** Time spent by the Union negotiating committee in the conciliation or arbitration procedure will not be paid for by the Company.
- 7.08** The Company agrees to permit one (1) accredited International Union representative to visit the plant at a reasonable time during working hours, to meet with local Union representatives, in a location designated by the Company. Permission for such visits must be obtained from the Plant Manager or his representative.
- 7.09** The Company agrees that all correspondence between the Company and the Union related to matters covered in this Agreement shall be sent to the Local President and the Chief Steward of the Union or designate. The Company will provide the Chief Steward with a copy of any letter sent to an individual employee, such as a warning, notice of layoff or notice of recall.
- 7.10** The Company agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in Article 4 – Union Membership and Check-Off. A representative of the Union, to be determined by the Local, shall be given the opportunity to provide orientation to each new employee at a mutually agreed time within regular working hours without loss of pay. Orientation shall be for a maximum of thirty (30) minutes during the first month of employment. The purpose of orientation shall be to acquaint each new employee with this Agreement and the responsibilities of Union membership. If possible, orientation shall take place on a group basis during the "new employee" orientation.

- 7.11 At least for written warnings and more serious discipline, the disciplinary meeting shall be in two stages. In the first stage, the employee who may be subject to discipline will have the opportunity to provide any further explanation, supply additional facts, or describe mitigating circumstances. In the second stage, the Company will advise the employee of its decision. For each stage of any such meeting, the employee may request that a Steward or Executive Member be present. The Company agrees to allow an Executive Member to attend with a new Steward if requested. Nothing in this clause prevents the Company from removing an employee from the workplace without a disciplinary meeting if the employee is disorderly or a danger to himself or others.

ARTICLE 8 - STRIKES AND LOCKOUTS

- 8.01 The Union agrees that during the term of this Agreement, there shall be no strikes, sit-downs, work stoppages, slowdowns, or suspension of work, either complete or partial, for any reason by any employee or employees. There shall be no lockout by the Company.
- 8.02 The Union agrees that neither it, nor its members, will, during the life of this Agreement, engage in any strike, picketing, or other forms of cessation, curtailment or restriction of, or interference with, production of work in or about the Company's plant or premises. The Union further agrees that any employee who violates the provision of this Article may be subject to discipline or discharge.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 This procedure will be followed in settlement of any disputes arising out of this Agreement.

Complaint:

If an employee considers the Company has violated the Agreement, he, alone, or accompanied by his Shop Steward, must submit his complaint verbally to his foreman or his representative within five (5) working days from the date of the alleged violation of the Agreement or from the date the alleged violation became known to the grievor. The foreman shall give the employee a verbal decision within two (2) working days following this meeting.

Step 1:

Failing an answer or a satisfactory settlement of the complaint, the matter shall become a grievance, and shall be committed to writing, stating in what respect the Agreement has been alleged to be violated or misinterpreted with reference to the specific clause or clauses relied upon and the nature of the relief or remedy sought. The grievance shall be submitted to the foreman by the aggrieved employee accompanied by his Steward, within five (5) working days of the date the answer was given by the foreman. The foreman will give a written answer to the Steward within two (2) working days of receiving the grievance.

Step 2:

Failing an answer or a satisfactory settlement in Step 1, the Shop Chairman shall submit the grievance to the Plant General Foreman within five (5) working days after a decision has been given by the Foreman. Within seven (7) working days of receiving the grievance, the Plant Manager, or his representative, shall hold a meeting with the Staff Officer of the Union, the Grievance Committee composed of the Shop Chairman, the Steward, and where requested, the Local President and the grievor. The Plant Manager, or his representative, shall give his written answer to the Shop Chairman, a copy to the Staff Officer of the Union, within seven (7) working days following this meeting.

- 9.02** Policy or group grievances initiated by the Company or by the Union will be originated at the Second Step of the grievance procedure.
- 9.03** Grievances dealing with discharge shall commence with the Second Step of the grievance procedure.
- 9.04** The time limits foreseen at the various steps of the grievance procedure may be extended by mutual consent in writing by both parties.
- 9.05** Failing a satisfactory settlement, the grievance may be submitted to a Single Arbitrator.

ARTICLE 10 - ARBITRATION

- 10.01** The Party desiring Arbitration shall suggest one or more arbitrators at the same time as it notifies the other party of its intention to proceed to arbitration, which shall be within seven (7) working days after the Plant Manager or his representative rendered a decision or failed to render a decision as provided in Step 2 of the grievance procedure. Within seven (7) working days thereafter, the other party shall respond. If the parties are unable to agree upon an arbitrator within a period of fifteen (15) working days of notification of the intent to proceed to arbitration, either party may request the Minister of Labour for the Province of Ontario to appoint an arbitrator.
- 10.02** No matter may be submitted to arbitration, which has not been properly carried through all requisite steps of the Grievance Procedure. as set out in Clause 9.01.
- 10.03** The Arbitrator shall not be authorized to make any decision inconsistent with the provision of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 10.04** The decision of the Arbitrator shall be final and binding upon the parties and the employee(s) concerned

- 10.05** The parties will share equally the Arbitrator's fees and expenses. Each party will pay its own costs and the fees and expenses of witnesses called by it.
- 10.06** The parties mutually desire to settle disputes without resorting to arbitration whenever possible. If arbitration is necessary, the parties desire a speedy and efficient process. To this end, the parties will try to agree in writing on some or all of the facts at least two (2) weeks in advance of the hearing. The parties should, in the process, exchange relevant documents, exhibits and other information. Nothing in this clause prevents either party from presenting evidence at the hearing that has not been exchanged.

ARTICLE 11 - PROBATIONARY PERIOD

- 11.01** New employees shall be considered probationary until they have worked a total of sixty (60) working days, after which their seniority rating shall be dated from their original hiring date.
- 11.02** During their probationary period, they shall be subject to release by the Company at any time and further, the Company will have no responsibility for reemployment of probationary employees if they are laid off.
- 11.03** Probationary employees shall not be entitled to participate in the assignment of an overtime opportunity until all other seniority employees who are qualified and able to perform the work that is available have been offered the opportunity.

ARTICLE 12 - SENIORITY

- 12.01** The term "seniority" as used herein, shall mean accumulated service calculated from the employee's original hire date.
- 12.02** For the purpose of seniority, the length of service shall be calculated in terms of years, months, weeks, and days.

12.03 Effective June 1, 1986, the present seniority order for employees with the same start date remains fixed. Thereafter, where two or more employees commence employment on the same day their seniority order will be determined by the date and time the employee applied for employment as shown on his application form. The Shop Chairman will be advised beforehand of any cases where two or more employees are scheduled to start on the same date.

12.04 An employee will lose his seniority for any of the following reasons:

- a) If he voluntarily quits.
- b) If he *is* permanently discharged.
- c) If the employee is absent, without Company-approved leave of absence, for three (3) consecutive working days.
- d) If an employee has been laid off due to lack of work and does not return to work within two (2) working days after being contacted personally. When the employee cannot be contacted personally, the Company will notify the employee by registered mail to his last known address and he will be allowed no more than two (2) working days from receipt of such notification to report for duty.

If an employee is at work with another employer, he will not lose seniority under this section if he reports for work with the Company within five (5) working days following his notice of recall.

- e) If an employee overstays an approved leave of absence without receiving an extension from the Company of such leave of absence. A reasonable extension will be granted, provided the Company receives from the employee, an explanation justifying such an extension, as soon as reasonably possible after the employee becomes aware that the extension may be necessary. Substantiation of the facts may be required.

- f) If an employee is laid off due to lack of work and not recalled for a period extending beyond eighteen (18) consecutive months.
- g) If an employee is absent for a period exceeding twenty-four (24) consecutive months on account of illness or injury, unless by the end of such twenty-four month period the employee can establish, with medical certification, that there is a reasonable expectation of return to work in the foreseeable future and then the employee actually returns to work in accordance with such medical certification. Employees absent due to compensable illness or injury shall have such rights to return to work as are provided by the Workers' Compensation Act.
- h) If an employee retires.

12.05 It shall be the responsibility of the employee to notify the Company in writing promptly of any change of address and telephone number. If an employee fails to do so, the Company will not be responsible for failure of a notice to reach such employee.

12.06 If an employee is transferred to a position outside of the bargaining unit, he may, at the discretion of the Company, be transferred back to the bargaining unit with full Company seniority at any time within eight (8) months, or any time thereafter with the consent of the Union. If the return causes a displacement of a seniority employee, then any such displaced employee shall be continued in active employment in another bargaining unit position.

12.07 Seniority Lists will be revised every four (4) months. A copy of the list will be posted in the plant. Upon request, a copy will be given to each of the Shop Chairperson, Local President and *Financial/Secretary*. Such lists shall state clock number, name, original hiring date (total seniority in the plant) and job classification.

A departmental seniority list for each department will also be issued stating departmental seniority determined in accordance with Article 17.05.

ARTICLE 13 - CLASSIFICATION

- 13.01 The job titles and wage groups appear in Schedule "A".
- 13.02 In the event of a new classification or in the event of a substantial modification to an existing classification, the Company will establish a new rate of pay after consultation with the Union. If the Union does not agree on the rate established by the Company, then the matter **may** be processed through the grievance and arbitration procedures. The new rate is to **be** based on a comparison with existing classifications. Any wage increase that is agreed to **or** ordered shall be retroactive to the date that the new classification was created or the date an existing classification was substantially modified.
- 13.03 Assignments of tasks within a job classification are to be governed by production and customer service requirements.

When those requirements are met, the supervisor concerned will take into account all the following factors so as to optimize teamwork:

- Seniority
- Particular attributes of the employees
- Physical constraints
- Ergonomic factors
- Job rotation, where applicable
- Consensus of the team
- Equalization of workload

ARTICLE 14 - LAYOFF

- 14.01** When it is necessary to reduce the work force in **any** department, departmental seniority will be the guiding factor, consistent with the Company's right to maintain a work force of employees in the department who have the qualifications and ability to perform the work that is available, and such reduction will be as follows:
- 1) Probationary and student employees in the plant will be laid off first.
 - 2) As further reductions in the work force are made, regular employees in the department will be displaced in reverse order of departmental seniority.
- 14.02.1** A regular employee displaced under Clause 14.01 will be able to use his seniority to displace the most junior employee in any wage group, providing such regular employee has the qualifications and ability for the job. Any employee subsequently displaced will be placed by the Company on any job in the plant, providing such subsequently displaced employee has the qualifications and ability and greater total seniority than any employee he displaces.
- 14.02.2** If such regular employee declines, in writing, such placement by the Company under Clause 14.02.1, he shall then become subject to Clause 14.03. Further, such employee will then lose his right to recall to other than the department to which he was assigned prior to the layoff.
- 14.03** If no work is available in 14.01, 14.02.1, or 14.02.2, the displaced employee will be laid off.
- 14.04** When a department is closed for vacation, and for the purpose of taking inventory, the provisions of Article 14 will not apply.
- 14.05** If no work is available because of fire, lack of power, Act of God, or for any other reason beyond the control of the Company, the provisions of Article 14 will not apply.

- 14.06 (a)** The Company agrees to give the Shop Chairperson at least three (3) work days prior notice in writing of plant layoffs and will provide an initial list of employees **to** be laid off. Wherever possible, the Company will give an employee being laid off at least two (2) work days notice of his layoff and such notice will be in conformity with the layoff provisions of the Employment Standards Act of Ontario. The above does not apply to employees recalled, who work for less than fifteen (15) days.
- (b)** The Company will notify **an** employee on a personal basis if they are to be laid off prior to the notice being posted on the notice board. This means that the Company will personally advise any employee who is in the plant. The Company will telephone employees not in the plant. If an employee cannot be reached by telephone, a registered letter will be sent.
- 14.07** In the event of fifty percent (50%) or more reduction in the work force in any department, employees affected by the reduction **may** be laid off for a maximum period of five (5) working days without recourse to seniority. It is understood that no employee will **lose** more than five (5) days through application of this clause in any eight (8) month period. It is also understood that the provisions of Clause 14.06 will **not** apply for five (5) working days

ARTICLE 15 - RECALL

- 15.01** Recall of employees after layoff will be in the reverse order of layoff as outlined in Clauses 14.01, 14.02.1, and 14.02.2 of this Agreement.
- 15.02** Any employee who refuses a recall, to the available classification in which he was assigned prior to layoff under Clause 14.03, will lose his seniority.
- 15.03** It shall be the responsibility of the employee to notify the Company in writing promptly of any change of address and telephone number. If an employee fails to do so, the Company will not be responsible for failure of a notice to reach such employee.

ARTICLE 16 - TEMPORARY TRANSFER

- 16.01** An employee temporarily assigned, at the direction of the Company, to a classification other than his regular classification, shall be paid his regular base hourly rate of pay *or* the rate of the job to which he is transferred, whichever is higher, and a copy of all such temporary transfers will be sent to the Shop Chairman.
- 16.02** A transfer shall be considered temporary, providing it does not exceed forty-five (45) consecutive working days or sixty non-consecutive working days in any eight month period. During this period, such transfer will not be subject to the seniority provisions of the Agreement. If such transfer exceeds this period, it will be declared as a permanent vacancy and posted for job bidding. This clause has no application to modified work situations.
- 16.03** A vacancy created as a result of illness, injury or leave of absence, shall not be posted and **may** be filled at the discretion of the Company. except if the Company has been formally advised that the employee will be absent for more than forty-five (45) consecutive working days and it is necessary to fill the position for that period. In such a case the Company will post *the* position as a temporary vacancy and will fill it using the same criteria as outlined in Article 17.01, 17.03 and 17.04; however, any subsequent vacancies arising from this posting will be filled at the discretion of the Company. The successful applicant for a posted temporary vacancy shall not transfer his seniority to the new classification, and he shall be returned to his former classification upon the return to work of the absent employee.
- 16.04 (a)** The Company will endeavour, but not guarantee, to utilize junior employees where temporary transfers are required, when possible and practical.

- (b) Notwithstanding paragraph (a) above, if the temporary transfer is to a higher rated position, the Company will select the employee to be transferred on the basis of seniority, subject to ability and availability to perform the work. For these purposes, an employee may be considered to have the requisite ability if **s/he is** familiar with the work, on basis of previous training or experience, even though the employee may not be fully qualified.
- (c) Employees on a temporary transfer will only retain their seniority rights for the purpose of overtime rights in the department from which they have been transferred.

ARTICLE 17 - JOB POSTING

- 17.01** If a permanent job vacancy exists, or new classifications are created in any department, such openings shall be posted on the main notice board for a period of three (3) working days, during which time regular, qualified employees, working in the department, or in the plant at the time of such job posting, may make application in writing to the Plant Manager for such job vacancy.
- 17.02** Employees shall be permitted to bid for a lower, higher, or lateral classification, and an employee shall be entitled to only one (1) transfer every six (6) months as a result of obtaining such job transfer by job posting.
- 17.03** Employees bidding for a permanent job vacancy shall be considered by the Company on the following factors at the time of job posting:
 - a) Ability, qualifications, skill, and physical fitness
 - b) Length of continuous total seniority. Where factors in a) are equal, in the judgement of the Company, then **b)** will apply.

- c) Experience gained during a temporary transfer of **less** than forty-five **(45)** consecutive days of work in a six **(6)** month period shall not be used as the deciding factor against a senior employee being considered for a job posting.

17.04 If an employee bids on a job and is accepted as per 17.03, the following procedure shall apply:

- (a) the Company will ask the employee to sign the posting accepting the job (the "acceptance date");
- (b) the employee may refuse to sign without consequence;
- (c) once the employee signs, and provided that the training commences within 15 working days from the date of acceptance, s/he relinquishes all other outstanding bids and s/he will be barred for six months from the acceptance date from bidding on any other job posting, including for the same position;
- (d) in any event, the employee may not bid on a job posting which is consequent to the job he originally bid on;
- (e) the employee may commence the training, but decide not to complete it, in which case he may return to his former position and the six month bar would apply from the date of return;
- (f) the employee may commence the training, but be unsuccessful, in which case the return and bar applies as per 17.04 (c) above;
- (g) the bar referred to in sub sections (e) and (f) does not apply if, by mutual agreement, the employee is placed in another position for which s/he is qualified;
- (h) s/he may succeed in the training and be confirmed in the position

(i) When an employee decides to reject himself or pull his bid, the employee shall sign a rejection sheet at the time of notifying the Company of his intentions. The employee shall then be returned to his previous position within five (5) working days.

17.05 When an employee's bid has been accepted in a department and he has completed thirty (30) days actually worked after such reclassification or sixty (60) days worked for Caster, Kiln Inspector and Glaze/Slip Maker, his seniority in his former classification shall cease and his total seniority shall be vested in his new classification. The Company may extend a training period by up to 20 days of actual work if the Company determines that such an extension is warranted and provided that the Union consents in writing to the extension.

17.06 Nothing contained in this Article shall be construed to limit the Company's right to hire employees from outside, if there are no qualified employees within the bargaining unit to fill the permanent vacancy available.

17.07 The Company will advise the Shop Chairman of the name of the successful job bidder.

17.08 Casting Shop

Openings for Casting positions will be filled as follows:

- Caster (Small Bowl)
- Caster (Large Bowl)
- Caster (Lavatory)
- Caster (Tank)
- Caster (Others)

If an opening occurs for a Casting position, the other Casters will be given the opportunity to change positions before the vacancy is posted, in seniority order and subject to existing qualifications and ability. A qualified Caster may not change positions within the Casting Shop for two years subsequent to his last optional move, **unless** the position he moved to no longer exists, subject to exceptions on mutual agreement in writing.

In order to become qualified as a caster for any of the job types, an employee must run a **complete** mould line life at the standard production rate and quality.

17.09 Within classifications there may be different shift configurations and job duties. If an opening occurs, employees within the classification will be given the opportunity to change positions before the vacancy is posted, in seniority order and subject to existing qualifications and ability. The Company reserves the right to assign shifts with an appropriate mix of experience and ability.

17.10 Trainee

For all classifications, exclusive of casters, an employee applying for and being accepted into a trainee position will be paid twenty-five (25¢) below the classification rate during the first sixty (60) days of work in the classification or until he can meet with the quality and quantity quotas (standards) as established by the Company, at which time he will be paid the rate of the classification.

ARTICLE 18 - PAID HOLIDAYS

18.01 The following days shall be considered as Paid Holidays:

New Year's Day
Good Friday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

A floater, which unless otherwise agreed upon by the Company and Union, will be observed on the workday before or after New Year's Day or Christmas Day.

- 18.02** Employees absent from work on the working day immediately preceding or following any of the Paid Holidays shall not be entitled to pay for the Holiday.
- 18.03** An employee will also not be paid for a Paid Holiday if:
- a) he is receiving compensation from the Workers' Compensation Board; or
 - b) he is a probationary employee, except that upon satisfactory completion of his probationary period, he will be paid retroactively for any holidays which occurred during probation for which he otherwise would have been paid; or
 - c) he has been absent from work in excess of ten (10) working days before or ten (10) working days after the Paid Holiday for any approved reason (e.g. lay off, certified illness, leave of absence)
- 18.04** If a Paid Holiday falls within an employee's annual vacation, he will be allocated an additional day in his vacation.
- 18.05** Employees eligible for payment of a Paid Holiday will be paid on the basis of eight (8) times the applicable hourly base rate of the job to which they were assigned the day prior to the Holiday, exclusive of shift premiums and overtime.
- 18.06** if any of the holidays listed above falls on a Saturday or a Sunday (and has not been replaced by another day by statute or decree), the holiday that falls on a Sunday will be observed on the following Monday. while, at the Company's discretion, if the holiday falls on a Saturday, such holiday will be observed either on the previous Friday or the following Monday.

ARTICLE 19 - VACATIONS

- 19.01** Vacations with pay shall be granted to all employees on the payroll of the Company on the basis of their seniority with the Company. as defined in Article 12, Clauses 12.01 and 12.02.
- 19.02.1** Employees with less than one (1) year of seniority as of May 1st of the current year shall be granted a vacation of one (1) day for each complete month of employment, with a maximum of ten (10) days with pay of four percent (4%) of total earnings prior to May 1st of the current year.
- 19.02.2** One (1) year but less than five (5) years seniority. as of May 1st. two (2) weeks with vacation pay of four percent (4%) of gross earnings based on the previous twelve (12) month period from May 1st to April 30th.
- 19.02.3** Five (5) years but less than ten (10) years seniority. at any time in the calendar year, three (3) weeks with vacation pay of six percent (6%) of gross earnings based on the previous twelve (12) month period from May 1st to April 30th.
- 19.02.4** An employee who any time during the calendar year completes:
- Ten (10) years seniority is entitled to three (3) weeks, plus one (1) day of vacation at 6.4%.
 - Eleven (11) years seniority is entitled to three (3) weeks, plus two (2) days vacation at 6.8%.
 - Twelve (12) years seniority is entitled to three (3) weeks, plus three (3) days vacation at 7.2%.
 - Thirteen (13) years' seniority is entitled to (3) weeks, plus four (4) days' vacation at 7.6%.
 - Fourteen (14) years' seniority is entitled to four (4) weeks at 8%.
 - Twenty-five (25) years' seniority is entitled to five (5) weeks at 10%.

19.03 Plant seniority by department will govern the selection of preferential vacation dates, provided that such preference **does** not prevent the Company from having an adequate number of employees available to efficiently operate the Plant. This procedure shall also cover any vacation dates taken during any shutdowns. The Company will endeavour to post a notice of scheduled vacations not later than April 1st of each year.

19.04 All employees entitled to take their vacation as of May 1st of the current year will be subject to Clause 19.03, but all vacation credits shall be exhausted as of April 30th of the following year.

The Company and Union agree that an employee shall take all vacation time accruing to him. If an employee has not scheduled his vacation by December 31, the Company shall schedule the employee's vacation at a time convenient to the Company. If an employee has not worked due to sickness, injury or layoff for a period of more than three (3) months, the employee may elect to receive payment for the vacation owed, and to forego taking further time away from work.

Employees may request vacation pay and forfeit time for earned vacation in excess of two (2) weeks.

ARTICLE 20 - HOURS OF WORK

The current practice of compressing the normal work day and the use of work standards as quotas will be eliminated

Employees will be required to perform eight (8) hours of active and gainful work per day

20.01 The normal hours of work for Maintenance Personnel and Fork Lift Truck Operators will be any five (5) consecutive days in a six (6) day period, Monday to Saturday inclusive, continuous shift classifications excepted

20.02 The normal hours of work for Spray Machine Operator, Clayware Inspector, Finished Ware Inspector, Kiln Man, Hustler, Sprayer Hand, Spray Department Hustler and Ware Stamper and Labourer employees on a continuous shift operation, will be any six (6) consecutive days in an eight (8) day period.

The Classifications listed in the first paragraph of Clause 20.02 may, also, at the discretion of the Company, to suit production requirements, be scheduled on either of the shifts listed in Clauses 20.01 or 20.04.

20.03 The normal workday will be comprised of any eight (8) consecutive hours in the twenty-four (24) hour period, except for those employees on the modified twelve (12) hour schedule set out in Schedule "F".

20.04 The normal hours of work for Casters, Mould Shop, Shipping and Receiving, Slip and Glaze, Glost, Labourer and Rework, will be eight (8) hours per day and five (5) days per week, Monday to Friday inclusive.

20.05 The Company agrees to post the hours of work for each department and classification on the plant bulletin boards. If for any reason it becomes necessary to change the hours of work, the Company shall notify the Union Committee of any changes to such hours of work before they are put into effect.

This includes the introduction of a new shift, when required by the operations.

20.06 (a) This statement of normal hours of work shall not be construed as a guarantee of any minimum, nor as a restriction of any maximum number of hours of work per day, or per week, or of days of work per week.

(b) In the event that the Company uses a continuous shift operation, in whole or in part, the normal hours of work set out in this Article shall be modified to accommodate the needs of the continuous shift operation.

(c) If the Company uses a twelve (12) hour shift schedule on a continuous shift operation, it shall be governed by the provisions in Schedule "F".

20.07 The lunch period is not considered part of the eight (8) hours, on a one (1) or two (2) shift operation. On any three (3) shift operations, employees will be granted a twenty (20) minute paid lunch period, as part of their eight (8) hour shift.

20.08 Employees may exchange shifts, subject to the following:

- (a) they must provide sufficient advance notice to the supervisor or at least twenty-four (24) hours;
- (b) the exchange must be approved by the supervisor;
- (c) there can be no additional cost to the Company as a result of the exchange; and
- (d) it must be possible to accommodate the shift change in the department of the employees involved, without adverse business consequences.

ARTICLE 21 - OVERTIME

21.01 Hours worked in excess of forty (40) hours in a calendar week, or eight (8) hours in a workday, will be paid for at the rate of time and one-half (1½) the base hourly rate. Time lost as a result of approved leave of absence, occupational accident, or certified illness will count towards the eight (8) hours in a working day and the forty (40) hours in a working week. This provision applies except for those employees on the modified twelve (12) hour schedule set out in Schedule "F"

21.02 A calendar week for the purpose of Clause 21.01 is defined as the seven (7) consecutive days, Sunday through Saturday inclusive.

- 21.03** Work performed on any Paid Holiday listed in Clause **18.01** of this Agreement by any employee will be paid at the rate of double the base hourly rate, in addition to pay for the Paid Holiday at straight time, subject to Clauses **18.02** and **18.03** of this Agreement
- 21.04** Shift premiums shall not be included in the calculations of overtime compensation.
- 21.05** It is agreed that overtime premiums will not be pyramided.
- 21.06** The Union and the employees agree they will not unreasonably refuse to work overtime when requested to do so, unless they have a valid reason. Whenever possible, the Company will endeavour to give employees as much notice as possible of normal overtime.
- 21.07** All classifications, excepting those whose normal hours of work fall on a Sunday, will be paid overtime for work performed on Sunday, at the rate of double the base hourly rate. Overtime worked in excess of twelve (12) continuous hours in a shift will be paid at the rate of double the normal base rate. Double time will also be paid for work beyond eight (8) continuous hours performed by employees, other than continuous shift employees, on Saturday, unless Saturday is their normal scheduled day of work, as in Clause **20.01**.
- 21.08** Classifications listed in Clause **20.02**, and working a continuous shift schedule as outlined in Clause **20.02**, will be paid overtime as follows:
- 1) Subject to Clause **21.01**, time and one-half (1½) for all hours worked for the sixth scheduled shift, providing such shift falls within the calendar week, but will only receive straight time pay for a sixth scheduled shift occurring in the following calendar week.
 - 2) Notwithstanding Clause **21.01**, for work performed on either the first or second day of rest in the classification schedule, overtime will be at the rate of double time.

21.09

Meal Allowance

If an employee works in excess of 12 continuous hours in a shift (16 hours for employees covered by Schedule "F"), and if he has not been given any notice prior to that shift of such overtime work, then he shall be entitled to a meal allowance of \$10.00.

21.10

Overtime will be distributed equally among qualified employees in the classification normally performing the work. There may be different overtime lists within a single classification.

Overtime which cannot be covered by qualified employees within the classification normally performing the work will be distributed equally among qualified employees, first within the classification, then outside the classification, as required by the Company.

If the Company attempts to contact a qualified employee, but the employee cannot be reached, is not available, or is unwilling to work overtime, then the employee shall be considered to have worked the overtime for the purpose of determining equitable distribution. This does not include employees on temporary transfer under Article 16.

The Company will maintain records within each classification of overtime that has been, or is deemed to have been, worked. All such overtime will be charged to an employee's home classification. Records will be posted on a monthly basis. Any concerns or complaints about the record should be identified within five (5) working days from the date of the posting. As of January 1st of each year, each employee's record of overtime hours worked shall be returned to 0. The parties understand that equal distribution of overtime hours may not result in absolute equality between employees normally performing the work within a classification.

21.11 Overtime Pay Lieu Time Bank

The parties agree to a lieu time bank option for overtime, on a trial basis during the term of this collective agreement. An employee may elect to take time off in lieu of receiving overtime payment under Article 21.01. Time off will be granted at a mutually agreed time. An employee may accumulate a maximum of forty (40) hours. All hours shall be accumulated at the applicable overtime rate. An employee may withdraw the money from the banked overtime hours upon fourteen (14) days' notice. Either party may terminate the trial period on thirty (30) days' written notice to the other, in which case any time remaining in the bank will be paid out forthwith.

ARTICLE 22 - CALL-IN PAY

22.01 Maintenance employees called in to perform additional or emergency work outside of regular working hours shall be paid not less than four hours pay at the applicable overtime rate, separate and apart from any regular pay which the employee may be entitled to receive that day. This shall not apply if:

- (a) there is at least eight (8) hours of notice; or
- (b) if the call-in commences within ninety (90) minutes of the start of the regular shift; in such a case, the applicable overtime rate shall apply only for time actually worked prior to commencement of the shift.

22.02 The applicable overtime rate for emergency call-ins of maintenance employees on vacation will be double time. For this purpose, vacation shall be considered to commence from the beginning of the first shift absent due to vacation to the end of the last shift absent due to vacation.

22.03 Once the emergency work has been satisfactorily completed, and provided that the maintenance employee's regular shift has not commenced, the employee is free to leave the workplace.

22.04 An employee, other than maintenance employees, who has completed his full daily or weekly shifts, and who has left the plant and is called back to perform additional or emergency work, will be paid for the time actually worked at the applicable overtime rate. Employees called back under this clause will be guaranteed a minimum of four (4) hours of work at the applicable overtime rate, inclusive of their regular hours, if applicable and as long as they were called back with less than eight (8) hours notice.

Employees will be paid double time (2 x) for all hours worked in a scheduled week during their days off provided that an employee has worked all regular days as indicated on the shift schedule.

ARTICLE 23 - REPORTING-IN PAY

23.01 An employee who has not been notified in advance "not to report for work," and who reports for his regular scheduled shift, will be given at least four (4) hours' work, or if no work is available, he will be paid for a minimum of four (4) hours at his base hourly rate.

23.02 This obligation on the Company will not prevail.

- 1) If no work is available because of:
 - a) A power shortage or a failure of power supply.
 - b) Any other conditions beyond the control of the Company.
- 2) If the employee has not kept the Company informed of his current address and telephone number.

ARTICLE 24 - SHIFT PREMIUMS

- 24.01** A shift premium of forty-five cents (45¢) per hour for all hours worked shall be paid to all employees working on the second shift (afternoon) and a shift premium of sixty cents (60¢) per hour for all hours worked shall be paid to all employees working on the third shift (night). For employees on 12 hour shifts (Schedule "F"), a shift premium of 70¢ per hour for all hours worked shall be paid to employees working on the night shift (i.e. the shift that includes 12:01 a.m.).
- 24.02** The normal afternoon shift includes all shifts commencing on or after 3:30 p.m., and the normal night shift includes all shifts commencing between 11:30 p.m. and 5:00 a.m. inclusive.

ARTICLE 25 - LUNCH PERIOD

- 25.01** A lunch period of one-half (½) hour (unpaid) will be provided for all employees (employees on a continuous shift operation excepted), the time to be designated at the discretion of the Company.
- 25.02** On any continuous shift operation, employees will be granted a twenty (20) minute paid lunch period. For the **purposes** of this provision, a continuous shift operation will be limited to the employees at the **work** centre (machine bench, booth, etc.) which is affected; the continuous shift cycle can involve fixed or rotating shifts, seven days a week or five days, eight hour shifts or twelve hours.
- 25.03** On a twelve (12) hour shift, employees will be granted two (2) twenty (20) minute paid lunch periods at the discretion of the Company.

25.04 In the event an employee is asked by the Company to take his lunch period three-quarters ($\frac{3}{4}$) of an hour or more before, or three-quarters ($\frac{3}{4}$) of an hour later than his normally scheduled lunch period time, the employee may take his meal at the appointed time, or he may request:

(a) to work through without a meal break, and leave an equivalent period before his normal quitting time, or

(b) to work through without a meal break, which, if he works beyond normal hours of work, will result in his receiving overtime for the extra time worked.

ARTICLE 26 - REST PERIODS

26.01 A rest period of a ten (10) minute duration will be granted during each half-shift, the time to be designated at the discretion of the Company.
A reasonable wash up time will be tolerated as per past practice.

ARTICLE 27 - OCCUPATIONAL ACCIDENTS

27.01 When an employee suffers an occupational accident on the Company premises during his working hours and is sent home by the Company, such employee will be paid his base hourly rate (inclusive of shift premium) for the balance of his shift

27.02 When such employee returns to work, he shall be reinstated to his former classification, provided he produces a doctor's certificate certifying total fitness, and he is able to perform the job, subject to Clauses 14.01, 14.02 and 14.03 of this Agreement.

27.03 An active member of the Joint Health and Safety Committee appointed by the Union will take part in the investigation made by the Company following a lost time accident.

ARTICLE 28 - SICK LEAVE OF ABSENCE

- 28.01** An employee who is sent home by the Medical Department due to illness (occupational accidents excluded) will not be paid for the remainder of his shift.
- 28.02** When such employee returns to work, he shall be reinstated to his former classification, provided he produces a doctor's certificate certifying total fitness, and he is able to perform his job, subject to Clauses 14.01, 14.02 and 14.03 of this Agreement.

ARTICLE 29 - LEAVE OF ABSENCE

- 29.01** A formal leave of absence without pay, for a valid reason acceptable to the Company, may be granted for a period not to exceed six (6) calendar months provided such leave does not disturb the operations of the plant, and written application is made to and written approval obtained from the Plant Manager.
- 29.02** An employee on leave of absence will accumulate seniority during such leave.
- 29.03** When such employee returns to work, he shall be reinstated to his former classification, provided he is able to perform the work, subject to Clauses 14.01, 14.02 and 14.03 of this Agreement.
- 29.04** Leave for **Union Business**
- An employee elected or nominated by the Union to attend Union conventions or meetings may be granted a leave of absence without pay for a period not to exceed two (2) weeks, provided the Plant Manager is given at least one (1) week's notice in writing. Not more than two (2) employees in total shall be granted such leave of absence at any one time. The Union agrees the Company can make such temporary arrangements as it deems necessary to handle the employee's work during this absence.

29.05 Leave of Absence for Permanent Union Business

In the event an employee is appointed to officially work for the Local or International Union, the employee, upon written request by the Union to the Plant Manager, shall be given a one (1) year leave of absence without pay.

ARTICLE 30 - BEREAVEMENT LEAVE OF ABSENCE

- 30.01.1** If a death occurs in the immediate family of a seniority employee, the employee will be entitled to up to three (3) days' leave of absence with pay (five (5) days for the employee's spouse or child). The leave is for the purpose of making funeral arrangements and attending the funeral and shall generally end with the day of the funeral, except in the case of spouse or child or unless the employee takes an active part in estate arrangements. Pay shall be calculated at the base hourly rate, exclusive of overtime and shift premiums. Immediate family shall mean the employee's spouse (including recorded common-law spouse), parent, step-parent, current parent-in-law, child, sibling, grandparent and grandchild.
- 30.01.2** Bereavement leave under similar conditions as outlined in Clause 30.01.1, for three days, shall be granted in the case of the death of an employee's father-in-law and/or mother-in-law.
- 30.02** Bereavement leave approval must be obtained from the employee's immediate supervisor

ARTICLE 31 - JURY DUTY

- 31.01** An employee who is called for jury service shall be excused from work for the days on which s/he serves, and s/he shall receive, for each such day of jury service on which s/ he otherwise would have worked the difference between his normal day's pay (exclusive of overtime and shift premiums) and the payment s/he receives for jury service. The employee will present proof of service and the amount of pay received therefor. Employees required to serve as witnesses for the Crown shall be compensated as outlined in the first sentence of this Clause.

ARTICLE 32 - AGREEMENTS

32.01 The Union agrees that this Agreement constitutes the entire Agreement between the parties and that any and all previous Agreements, Supplementary Agreements, Letters of Intent, Understandings, etc., whenever made and whether or not reduced to writing, are hereby cancelled; and that, effective upon the signing of this Agreement, the Company's obligations respecting conditions of employment, working conditions and employee benefits are limited exclusively to those specifically stated in this Agreement.

32.02 This Agreement includes Schedules "A" to "H" attached hereto.

ARTICLE 33 - DURATION OF AGREEMENT

33.01 This Agreement shall become effective June 1, 1999, and shall remain in effect until May 31, 2004, inclusive, and either party will give notice in writing to enter into negotiations for the purpose of amending the Agreement within a period of not less than thirty (30) days and not more than ninety (90) days prior to such date of termination.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by their duly authorized officials or representatives as of this

_____ day of _____ 1999.

**CRANE CANADA
UNION
ONTARIO POTTERY PLANT**

Jan Rimmington
Michael D...
Nancy Key

**"GMP" - GLASS, MOLDERS.
POTTERY, PLASTICS & ALLIED
WORKERS INTERNATIONAL
AFL-CIO-CLC LOCAL NO. 3B**

Bob ...
[Signature]

SCHEDULE "A"

CLASSIFICATIONS - HOURLY WAGE RATE

<u>GROUP</u>	EFFECTIVE 2000		EFFECTIVE 2001		EFFECTIVE 2002		EFFECTIVE 2003	
	June 1	Dec. 1	June 1	Dec. 1	June 1	Dec. 1	June 1	Dec. 1
1. Labourer	12.51	12.66	12.81	13.01	13.21	13.41	13.61	13.86
2. Glost Operator Hustler	13.31	13.46	13.61	13.81	14.01	14.21	14.41	14.66
3. Forklift Operator Cast Shop Set Up Person Rework	13.45	13.60	13.75	13.95	14.15	14.35	14.55	14.80
4. Caster Trainee Glaze/Slip Maker Mould Maker Clayware Inspector Cast Shop Helper	13.65	13.80	13.95	14.15	14.35	14.55	14.75	15.00
5. Spray Kiln Inspector	14.06	14.21	14.36	14.56	14.76	14.96	15.16	15.41
6. Caster	15.15	15.30	15.45	15.65	15.85	16.05	16.25	16.50

SCHEDULE "A"

CLASSIFICATIONS - HOURLY WAGE RATE

GROUP	EFFECTIVE 2000		EFFECTIVE 2001		EFFECTIVE 2002		EFFECTIVE 2003	
	June 1	Dec. 1	June 1	Dec. 1	June 1	Dec. 1	June 1	Dec. 1
<u>SKILLED TRADES</u>								
8S. Maintenance Mechanic	15.73	15.88	16.03	16.23	16.43	16.63	16.83	17.08
8SL. Licensed Mechanic	16.54	16.69	16.84	17.04	17.24	17.44	17.64	17.89
9S. Electrician	16.31	16.46	16.61	16.81	17.01	17.21	17.41	17.66
9SL. Licensed Electrician	17.13	17.28	17.43	17.63	17.83	18.03	18.23	18.48

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- STARTING RATE:** Twenty-five cents (25¢) per hour below job rate for the first sixty (60) days of work.
- TRAINEE RATE:** Twenty-five cents (25¢) per hour below job (classification) rate for the first sixty (60) days of work (exclusive of casters).
- SIGNING BONUS:** In 1999, a \$500 signing bonus payable to all seniority employees who have completed their probationary period as of June 15, 1999.

CASTER TRAINEE:

Caster trainees will be paid according to the following progression schedule.

Up to 27 bowls or approximately 75% of regular full production (depending on bench configuration) - Caster Trainee Rate.

From 28 to 35 bowls or approximately 75% of full production to regular full production (depending on bench configuration) - Group 5 Rate. 36 bowls or regular full production - Caster Rate.

LEAD HAND:

The Company may designate, for a limited period, an employee to act as a lead hand as long as he accepts the assignment and that he possesses the competence and attributes required to perform the job. An employee designated to act as lead hand will receive a premium of seventy-five cents (75¢) per hour for the duration of his assignment.

SKILLED TRADES:

For unlicensed skilled trades, the Company will pay a 35¢ premium for no more than one ticket achieved in the following trades: millwright, electrician, welder and gas fitter.

For licensed skilled trades, the Company will pay a 35¢ premium for each of no more than two tickets achieved in the above noted trades, other than the ticket of the trade of the classification in which the employee is already employed.

SCHEDULE "B"

GROUP INSURANCE

The Company agrees to provide the following Group Life, Weekly Indemnity, and Supplementary Hospitalization under the provisions of a Master Policy.

- (a) A Group Life insurance benefit covering insured employees in the amount of twenty-five thousand dollars (\$25,000), and an Accidental Death and Dismemberment benefit for twenty-five thousand dollars (\$25,000).

An employee retiring from the Company to go on pension as provided in the Pension Plan shall have his life insurance coverage reduced to three thousand dollars (\$3,000), which shall continue without cost to the employee.

- (b) A Weekly Indemnity benefit of sixty percent (60%) of the total weekly earnings to a maximum of, the lesser of, either three hundred and eighty-four dollars (\$384) per week or such maximum adjusted E.I. benefit, for a maximum period of fifteen (15) weeks, payable on the first (1st) day of disability from non-occupational accidents, first (1st) day of hospitalization, and on the eighth (8th) day of disability resulting from sickness. The Company agrees to qualify this plan under the terms of the Employment Insurance Commission (E.I.) Premium Reduction Benefit Program. The Union and the employees agree that the Company will be entitled to the full employer/employee E.I. reduction benefit (12/12ths).

- (c) A Supplementary Hospitalization benefit at standard semi-private level for as long as the Ontario Health Insurance Plan pays the basic cost.

- (d) The Company will provide a Major Medical benefit based on twenty-five dollars (\$25) per person, fifty dollars (\$50) per family deductible, in a benefit period, and thereafter eighty percent (80%) coinsurance of eligible expenses. The details of the Plan as contained in the Master Policy will be summarized in a booklet to be issued to employees. There shall be no cost to the employee for this coverage.
N.B. Excluding over-the-counter drugs.

Effective June 1, 2001, the Major Medical deductible will be deleted

The employee's monthly premium for Group Life, Weekly Indemnity and Supplementary Hospitalization for the duration of this Agreement will be three dollars and fifty cents (\$3.50) per month.

Voluntary Supplementary Life Insurance

An employee may elect to obtain twenty-five thousand dollars (\$25,000) Supplementary Life Insurance and A.D. & D. coverage at an employee cost at the same rate available to non bargaining employees without medical evidence of insurability, if requested.

- (a) within thirty (30) days of the signing of this Agreement; or commencing employment;
- (b) within thirty (30) days of the employee's wedding date;
- (c) within thirty (30) days of the birth of a dependent child; or with medical evidence of insurability.

Coverage would start on the first of the month following first premium deduction. This insurance would be subject to the Master Policy provisions.

EMPLOYER HEALTH LEVY (EHL)

The Company agrees to pay the monthly premiums for employees covered under the Employer Health Levy or its equivalent, commencing with the month the employee completes his probationary period

DENTAL PLAN

- (a) Company administered
- (b) Co-insurance: 50/50 Employee/Company paid
- (c) Employee Portion Present Rate: Single Coverage \$ 6.32/mo.
 Family Coverage \$16.06/mo.
- (d) Increase and/or reduction in rates to be equally shared by both parties
- (e) Details of coverage provided under separate cover.

Effective June 1, 2001, the Dental deductible will be deleted

VISION CARE

Effective June 1, 2000, reimbursement of up to \$100 each 24 months for an employee who purchases prescription eyewear, on presentation of receipt.

SCHEDULE "C"

PENSION PLAN

The Pension Plan (the terms of which are contained in a separate Agreement) by reference herein is made part of this Agreement. A summary of the terms follows; however, the terms and conditions of the separate Agreement are paramount.

Effective January 1, 1997, the Plan will become a defined contribution plan for the future. Pension benefits accrued up to January 1, 1997 will still be determined in accordance with the current Plan provisions, ie; \$13 per month per year of service. Effective January 1, 1997, the value of accrued pension benefits will be converted into a lump sum and be deposited into a defined contribution account. Starting January 1, 1997, the employer will pay monthly a monthly contribution of 1% of each employee's base pay into his individual retirement account.

The employee elects at the beginning of each year the amount of employee contributions he wants to pay during the year. These employee contributions may be 0%, 1%, or 2% of his salary and will be deposited in his individual retirement account. In addition, the employer will pay to each employee's retirement account a supplementary monthly contribution corresponding to 25% of employee contributions deposited by the employee for the month. Effective June 1, 2000, these employee contributions may be 0%, 1%, 2% or 3% of his salary.

Employer contributions and, if any, employee contributions will be invested in the following vehicles according to the allocation elected by the employee:

- diversified fund
- Canadian equity fund
- short-term fund

The Plan is currently part of the Crane Canada Inc. Trusteed Pension Plan which also covers Canadian non-unionized employees. In order to finance these improved benefits, the Trusteed Pension Plan will be split to create a new stand-alone pension plan for Ontario Pottery unionized employees, which will be in a surplus position. Above employer contributions will be paid to individual accounts directly from the surplus. When the surplus will be exhausted, the employer will pay employer contributions from its general revenues.

The Plan will remain a registered pension plan and will stay covered by the Ontario Pension Benefits Act. Therefore, minimum compliance rules will continue to apply.

The employee becomes vested in the employer contributions after two years of plan membership. Years of membership completed in the current plan are taken into account. Employee contributions are immediately vested to the employee. During periods of absence such as sickness, disability, work injury, both the employer and the employee will continue to pay their contributions at the rate effective at the beginning of the absence period. Rules, conditions and limits for the payment of contributions during such periods will be similar to those stated in the current Plan text for the accumulation of service during periods of absence.

All references to the Plan in this document must be interpreted as a reference to the text of the Pension plan for employees of Crane Canada Inc. Who are eligible to be members of Local 3B of "GMP" - Glass, Molders, Pottery, Plastics and Allied Workers International Union AFL-CIO-CLC (Plan No. 4, Part 2), as restated as of December 1993.

SCHEDULE "D"

TECHNOLOGICAL AND ORGANIZATIONAL CHANGES

The Company and the Union agree to co-operate in bringing in technological and organizational changes during the life of this agreement. They recognize the need to improve the overall performance of the Plant in order to ensure its future.

Improvement will come from the employees and their **commitment** and involvement with their job and the Plant, regardless of status or rank. Improvements will also come from technological and organizational changes and they must be implemented in a context of co-operation between Union and Management.

A committee of three (3) employees representing Management and three (3) employees representing the Union will be created to channel **improvement** initiatives and to help in **implementing** them. The Committee will also work in co-operation with the proper authorities and within the framework of the Industrial **Adjustment** Service. The role of the Committee is to make recommendations to the Plant Manager on productivity improvement initiatives.

At the departmental level, the creation of Task Forces to address specific problems and to resolve them will be encouraged and will be supported by proper training in problem solving techniques.

IMPLEMENTATION

The Plant is **committed** to technological and organizational changes to the process and methods.

Technological and organizational changes mean the introduction of **equipment** or process different in **nature**, type, or quantity from that previously utilized.

Before the introduction of a technological or organizational change that would affect the rights of employees, conditions of employment, wage rates or workload significantly, the Company will notify the Union and will discuss ways to help minimize their impact on the employees concerned. It is understood, however, that the Union **retains** the right to grieve a Company decision it deems contrary to this agreement.

Employees whose current position is eliminated as a result of a technological or organizational change would be covered by Articles 14 and 15 on Layoff and Recall and will be given proper training to acquire the necessary skills to perform his new duties, provided he meets the requirements of the position.

An employee whose current position is substantially changed as a result of a technological or organizational change will have the right to keep his job or to use the provision of Article 14 if he elects to leave it.

An employee actually laid off as a result of a technological or organizational change will be entitled to a severance allowance equal to one (1) week of salary per year of service, up to a maximum of thirty (30) weeks, notwithstanding his decision not to exercise his bumping rights, but only after waiving his recall rights. Severance entitlement will also apply in the event of a partial or full plant closure.

The Committee will also be asked to come up with recommendations to minimize the impact of layoffs caused by technological or organizational changes (ex. early retirement, retraining, job search support, etc.).

SCHEDULE "E"

PERFORMANCE BONUS

The Company and the Union believe that results happen through people and that all employees should share in the productivity and quality gains that will be achieved by technological and organizational improvements.

To this end, a bonus program has been created for the duration of this agreement. The program will be based on performance indicators which may change from year to year. Performance bonus will be calculated and paid on a monthly basis.

The Company will inform the Union by November 1st of each year, of the objectives and criteria for the following year.

SCHEDULE "F"

12 HOUR SHIFTS

PREAMBLE:

This schedule will reflect the hours of work for employees working 12 hour continuous shifts. Unless otherwise indicated hereafter, the clauses of the collective agreement shall prevail.

1. **Permanent Twelve (12) Hour Schedule**
Either party may cancel the permanent twelve (12) hour shift schedule by providing the other party with appropriate written notice to take effect no sooner than one complete cycle (28 days) later.

2. **Normal Hours of Work**
The normal work day will consist of twelve (12) consecutive hours in any twenty-four (24) hour period. Employees will be required to perform twelve (12) hours of active and gainful work per day.

The normal work cycle consists of four (4) weeks, each week alternating between thirty-six (36) and forty-eight (48) hours of work per week. Thus, each work week averages out to forty-two (42) hours per week or 168 hours per cycle.

3. **Replacements (On Call)**
Other than for the employee on call, and except as specifically set out in this provision, overtime will be established in accordance with Articles 21.06 and 21.09.

Every employee on twelve (12) hour shift agrees to be available on call in his turn, during his days off in order to replace other twelve (12) hour shift employees who are absent from work.

Overtime to replace employees who inform the Company of their absence twelve (12) hours or less prior to the start of their shift will be offered in the following sequence.

- a. Employees on call/page carriers.
- b. Employees off shift but in the department, in order of lowest overtime hours (call-in sheet).
- c. Qualified employees from outside the department.

This sequence is not intended to cover overtime of less than two (2) hours in duration. In such cases, the Company will offer any overtime to employees on the nearest adjacent shift, on a voluntary basis, in order of lowest overtime hours (call-in sheet). For the purposes of this provision, "voluntary" means that an employee who refuses the overtime will not be charged with the hours.

The Company will continue to use the Spare Person in accordance with current practice. If an employee informs the company of an absence more than twelve (12) hours prior to the start of their shift, and if overtime is required, then the Company would proceed to Step b in the sequence.

The employee on call may only refuse the overtime for a valid reason, such as certifiable illness, bereavement or that s/he has just finished working a replacement shift. If the employee on call/page carrier does not respond to the pager within (30) minutes of the initial page or refuses for an invalid reason, s/he will be charged with the overtime hours, and the Company would proceed to Step b in the sequence. The only other person to be charged with the overtime hours will be the person who actually works the hours.

An employee who works overtime in accordance with this provision will be paid for all hours worked at the applicable overtime rate. Article 22.04 does not apply.

Overtime will be defined for the purpose of equalization as hours worked above and beyond regularly scheduled hours.

All other overtime will be offered to employees normally performing the work in the department on the basis of equalization of overtime hours as well as the employee's ability to perform the requirements of the job.

The shift schedule will indicate which employee is on call. A minimum of two (2) employees will be on call per day. Each employee on call will be given a pager. Any changes to the established schedule, including those on call must be approved in advance by the Company. Replacements in the event of long term absences will be filled as per 16.03. Furthermore, insofar as not all employees are qualified to perform all of the duties in the department concerned, at least one (1) employee by job classification must be available to be on call (e.g. one (1) Kiln Inspector and one (1) Glost Operator).

4. Overtime

Employees will be paid time-and-one-half (1.5 x) for all hours worked in excess of twelve (12) hours in a work day.

Employees will be paid double time (2 x) for all hours worked in excess of sixteen (16) hours in a work day.

Employees will be paid time-and-one-half (1.5 x) for all hours worked in excess of 160 hours in a work cycle of four (4) consecutive weeks.

Employees will be paid double time (2 x) for all hours worked during a paid holiday in addition to the paid holiday of eight (8) hours at straight time.

In any event, any employee who has not worked all of his regular weekly scheduled days as indicated in his shift schedule, if required to work on a day off, will work at regular straight time rate unless his absence can be clearly established as being for legitimate reasons.

Employees will be paid double time (2 x) for all hours worked in a scheduled week during their days off provided that an employee has worked all regular days as indicated on the shift schedule.

5. **Paid Holidays**

Employees eligible for payment of a paid holiday will be paid on the basis of eight (8) times the applicable hourly base rate of the job in which they were assigned the day prior (closest) to the holiday, exclusive of shift premiums and overtime.

Employees who are normally scheduled to work on any paid holiday, who are available to work and who are directed not to work by the Company shall be entitled to be paid for the paid holiday on the basis of twelve (12) times the applicable hourly base rate.

Work performed on any paid holiday by any employee will be paid at the rate of double the base hourly rate in addition to pay for the paid holiday at straight time.

Employees absent from work on the nearest scheduled working day preceding or following the paid holiday shall not be entitled to pay for the holiday.

6. **Vacation**

Vacation entitlement will be calculated on an hourly basis with one week of vacation under Article 19 equal to forty (40) hours of vacation time entitlement and one day of vacation equal to eight (8) hours of vacation time entitlement. The employee's shift rotation schedule will be used to determine the vacation hours used during the vacation period. Vacation pay will be paid out on a pro rata basis (hours used/vacation time entitlement x vacation pay entitlement)

SCHEDULE "G" - REPLACEMENT CASTERS

Preamble:

To avoid any loss of production and market opportunity, all casting benches should be operated to their optimum. To achieve this, the following procedure is designed to ensure replacements are there to cover off unplanned absences of caster. Unless otherwise indicated hereafter, the clauses of the collective agreement shall prevail.

Utility Caster and Back-up Caster:

Employees will be able to access these positions through the normal job posting procedures (Article 17). The position requirements are as follows:

Utility Caster:

Prior qualifications (not including temporary transfers) will be a factor in the selection process.

Her/his home bench when not replacing will be one of the high volume products.

S/he will have to perform the full tour of Caster duties, including maintaining casting areas and moulds in good order. He will also be required to train the Back-up Caster.

Back-up Caster:

Nothing in this Schedule prevents the Company from temporarily transferring an employee into the Cast Shop for up to twenty four hours per month.

S/he will normally be assigned to replace the Utility Caster on her/his home bench.

When not assigned to the home bench of a Utility Caster as a replacement, the Backup Caster will be assigned to work with the labour crew or otherwise as required by the Company.

The Backup Caster will be given appropriate training if necessary to learn the requirements of the job.

Remuneration:

The following pay provisions will apply:

- Utility Caster:

As long as the employee is assigned to the position of, and the position is required as, Utility Caster, he will receive a premium of 75¢ per hour on all hours worked.

- Back-up Caster:

As long as the employee is assigned to the position of, and the position is required as, Backup Caster, s/he will receive the Trainee Caster rate per hour for all hours worked in the Labour Crew or such other applicable temporary rate if higher, or the applicable caster rate for all hours worked as a Rack-up Caster

Changes to Agreement.

Both parties agree to permit changes to this agreement raised by either party upon mutual agreement, in order to improve the functioning of the procedure for Replacement Casters

SCHEDULE "H"

FORK LIFT OPERATORS

The parties are agreed to the following, subject to changes in the list from time to time.

1. Fully authorized drivers have full authorization to operate a fork lift truck and are allowed to perform any fork lift operation throughout the plant.
2. Limited authorized drivers have limited authorization to operate a fork lift truck and are only allowed to perform specific functions within their departmental duties. Some limited authorized drivers are allowed to work with skids of packed ware. Under no circumstances is a limited authorized driver allowed to use a fork lift truck to stack skids of unpacked china or load or unload trailers.

Only employees designated on the list are authorized to operate fork lift truck. Any employee not on this list who is found to be operating a fork lift truck will be subject to disciplinary action.

LETTER OF UNDERSTANDING

The parties are committed to the success of the Company. The parties commit to each other that they will co-operate to further the principles of tolerance and mutual respect, as well as recognition of the value of every employee of the Company.

The parties agree that success depends on working together to reduce costs, improve the safe and effective performance of all employees, and enhance the skill content of jobs. The parties are open to change that is designed to further the potential for success. Such change is intended to create opportunities for employees to solve operating problems within work teams and to upgrade the skills of all employees. Change may lead to workplace re-design, which may include the combination, amalgamation, or elimination of tasks and jobs, and the establishment of work groups or teams. Any change that is implemented will be consistent with the collective agreement.

To facilitate the change that the parties mutually desire, the parties hereby commit to ongoing consultation and problem solving in joint labour/management meetings. These meetings are intended to provide representatives of the Union, on behalf of the bargaining unit members, with a meaningful opportunity to provide input into decisions that will initiate and advance mutually beneficial change.

Labour/management meetings will be jointly chaired by the Plant Manager and the Union President or their respective designates and shall be held quarterly. There shall be three representatives selected by the Union and three Company representatives in attendance at each meeting. The Union representatives shall not lose any time from regularly scheduled hours for attendance at such meetings. Minutes shall be taken that will set out joint recommendations. The minutes must be jointly approved, then forwarded to the Plant Manager, who shall be responsible to respond on behalf of the Company as appropriate.

Some of the elements of the change that the parties mutually desire include:

- Refining the role of the supervisor to emphasize co-ordination and team leadership.
- Providing the opportunity for all employees to be trained in relevant skills on an ongoing basis, and to be trained in any processes that are necessary to the effective implementation of changes or any re-design of the workplace;
- Providing the opportunity for all employees to use their first hand knowledge to be consulted and to provide input into the day-to-day operations of the Plant on an ongoing basis, as well as to participate and provide input into any changes or re-design of the workplace.
- Encouraging all employees to work smarter and safer, which will bring about continuous productivity improvements.
- Encouraging constructive feedback between employees and the management team that will focus on problem solving to mutual benefit,
- Providing the employees with the opportunity to openly express their concerns, problems and ideas;
- Informing union representatives and all employees on a timely basis in respect of any proposed changes or developments that may bring about change

To facilitate change, it may be useful to have trial periods, pilot projects and similar introductory programs. The parties want change to succeed. The parties recognize that change is more likely to succeed if participation in such introductory programs is voluntary. The Company will therefore ask for qualified volunteers first and the Union will encourage its members to volunteer as required. Nothing in this provision restricts management in the exercise of its rights, in a manner that is consistent with the collective agreement.