



2016 LABOUR AGREEMENT

between

PILKINGTON GLASS OF CANADA LTD

and

**UNITED STEEL, PAPER, & FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS
INTERNATIONAL UNION
AFL-CIO, CLC
("United Steelworkers" or "USW")**

On behalf of its Collingwood Local 252G

Effective February 1, 2016 – January 31, 2020



02282 (11)

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COLLECTIVE AGREEMENT

THIS AGREEMENT made and entered into this 1st day of February, 2016

BETWEEN:

PILKINGTON GLASS OF CANADA LTD

Collingwood, Ontario
hereinafter called the "**Company**"

— and —

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION LOCAL
252G**

hereinafter called the "**Union**"

ARTICLE I **PURPOSE**

- 1.01 It is the intention and purpose of the parties hereto that this Agreement covering rates of pay, hours of work, and conditions of employment will promote industrial and economic relations and establish a basis for securing co-operation and good will between the Company, the Union, and the employees.
- 1.02 Use of the word "employee" will be considered both male and female.

ARTICLE II **RECOGNITION**

- 2.01 The term "employee," as used in this Agreement, refers to hourly paid production and maintenance employees employed by the Company at its Collingwood, Ontario, plant. These employees constitute the appropriate bargaining unit.
- 2.02 The term "employee," as used in this Agreement, shall not include salaried employees, attendants, office janitors, office clerical workers, or any supervisory employee with the right to hire, fire, or otherwise discipline employees or effectively recommend such action. Also excluded are stationary engineers and their helpers who are in the bargaining unit represented by the International Union of Operating Engineers.
- 2.03 The Union is recognized during the life of this Agreement as the Sole Collective Bargaining agency for all employees at the Collingwood, Ontario, plant.
- 2.04 The Company will not perform bargaining unit work except in cases of emergency, TPM, and 5S activities when bargaining unit members are not available.

ARTICLE III
UNION SECURITY

- 3.01 The Company recognizes and will not interfere with the right of its employees to be members of the Union. There shall be no discrimination, interference, restraints or coercion by the Company against any employee because of their membership in the Union.
- 3.02 The Company agrees that all employees, upon completion of their probationary period, shall as a condition of employment become and remain members of the Union by payment of initiation fees fixed by the Constitution and Bylaws of the International Union and its Collingwood, Local 252G.
- 3.03 On a bi-weekly basis, the Company will deduct from each employee's pay, Union initiation fees and dues in the amount fixed by the Constitution and Bylaws of the United Steelworkers of America, AFL-CIO, CLC, and its Collingwood, Local 252G, and forward same according to the following:
- a. Regular dues deductions shall commence with the first scheduled bi-weekly dues deduction following employment by the Company.
 - b. The initiation fee shall be deducted from the first full pay period following the completion of the employee's probationary period.
 - c. The Company will remit the dues and initiation fees so deducted, to the financial secretary of the Local within five (5) calendar days after close of the pay period.
 - d. The Company will forward with the dues and initiation fees, a list showing the employee's name, clock number and amount of money deducted.
 - e. After the end of each month, the Company will forward to the Financial Secretary a list of employees who were hired, laid off, terminated, retired, recalled or who quit during that month.
- 3.04 The Union shall indemnify, defend, and save the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Company in reliance upon employee payroll deduction authorization cards submitted by the Union to the Company.
- 3.05 The Company shall obtain the signature of the employee, when hired, on the following dues authorization form:

I, the undersigned, do hereby authorize and direct Pilkington Glass of Canada Limited, Collingwood, Ontario, during the life of this Agreement, to deduct from my gross earnings, accumulated to my credit from the date of signature hereof, union dues and uniform assessments as required by the constitution and bylaws of the United Steel, Paper And Forestry, Rubber, Manufacturing, Energy, Allied Industrial And Service Workers International Union Local 252g, and the Union initiation fee, and to remit same each month to the Financial Secretary of Local 252G, United Steel, Paper And Forestry, Rubber, Manufacturing, Energy, Allied Industrial And Service Workers

International Union, whose receipt thereof shall be considered a discharge to Pilkington Glass of Canada Limited, Collingwood, Ontario, for the amounts deducted from my earnings as authorized and directed herein.

ARTICLE IV **MANAGEMENT RIGHTS**

- 4.01 The management of the business and the direction of the working force are the exclusive function of the management of the Company.
- 4.02 Without limiting the generality of the foregoing, it is understood and agreed that such rights include:
- a. The determination of the products and schedules of production, the locations of production, and the methods and sequence of manufacturing processes the right to schedule, direct, and control operations, the scheduling of hours of work and the work week, to study or introduce new or improved production methods or facilities, to determine machine speeds, and quality standards, to purchase materials, supplies, machinery used in the operation of the business, the sources from which same will be purchased, and to determine the tools, machinery, methods and equipment to be used and the size and make up of the work force.
 - b. The maintenance of discipline, including the right to make, alter from time to time and enforce, rules and regulations to be observed by employees; providing however, such rules and regulations shall not be contrary to the provisions of this Agreement. Before any new rules are introduced or amended, the Union shall be advised of such changes and have an opportunity to discuss same with management.
 - c. The right to hire, promote, demote, transfer, classify and assign employees, to layoff, suspend, discharge, and discipline for just cause.
- 4.03 The Company agrees that it will not exercise its rights in a manner inconsistent with the express provisions of this Agreement.
- 4.04 Settlements of Article IV, 4.03, will be binding on both parties, and will come into effect immediately upon settlement. Any alleged violation of said settlement will be dealt with at the local level, commencing, at Step 3 of the Grievance Procedure.

ARTICLE V **UNION COMMITTEE**

- 5.01 The Union for the purpose of effectively representing the employees of the Company, who are in this bargaining unit, will elect, and the Company will recognize and deal with, a Union Committee, called the Local Grievance/Bargaining Committee consisting of the President, Vice President and three (3) members of the Local Union. The Union will provide the Company with a list of the Officers of the Local Union, and the members of the Local Grievance/ Bargaining Committee and the company will cooperate with these employees in order that they may properly perform their duties. The Company shall furnish the Union with a list of all supervisory employees who have the right to hire, fire or otherwise discipline employees or effectively recommend such

action. The Company shall notify the Union of all additions or deletions to this list of supervisory employees. Industrial Relations meetings will be held each month.

- 5.02 In addition to the three (3) members, the Company agrees to recognize a Shop Steward for each shift and geographic area. Where a Local Grievance/Bargaining Committee Person has presented a grievance on behalf of an employee, it is understood that such Local Grievance/Bargaining Committee Person may attend meetings with management at Step 3 to discuss the grievance at the Local President's discretion.

ARTICLE VI **GRIEVANCE PROCEDURE**

- 6.01 A grievance shall not be considered if the circumstances giving rise to it occurred or originated more than fourteen (14) calendar days prior to the filing of the grievance, except in the case of an error in the calculation of wages. Management will not consider discipline after seven (7) days from occurrence of the incident.
- 6.02 Grievances properly arising under this Agreement shall be adjusted, and settled as follows:

Step 1

The Union and or the Local Grievance/Bargaining Committee Person shall submit the grievance to the First Level of Management (Team Leader) or designate, within fourteen (14) calendar days after occurrence of the matter which is the subject of the grievance. The nature of the grievance, the remedy sought and the section or sections of the agreement which are alleged to have been violated shall be stated in writing, signed by the Local Grievance/Bargaining Committee Person. The First Level of Management or designate shall have a maximum of five (5) workdays following submission of the grievance to the First Level of Management designate to discuss the grievance with the Local Grievance/Bargaining Committee Person and give their decision.

Step 2

Grievances not resolved at Step 1 will be submitted and discussed with the official of the company or their designate directly in charge of the department where the grievance arose within five (5) workdays of the First Level of Management or designate answer at Step 1. Should no satisfactory settlement be reached within five (5) workdays, the grievance may be submitted in writing at Step 3 within five (5) workdays following receipt of the written decision at Step 2.

Step 3

Grievances not resolved at Step 2 will be submitted to the Human Resources Manager, or their designated representative, by the Local Union President or the Local Grievance/Bargaining Committee.

Such grievances will be discussed at the next scheduled monthly Industrial Relations Committee meeting between the Local Grievance/Bargaining Committee and the Plant Manager, Human Resources Manager, or their designated representatives. The Human Resources Manager, or the designated representative, shall submit written answers to

the grievances within seven (7) calendar days after the scheduled monthly Industrial Relations Committee meeting is held.

Step 4

Grievances not resolved at Step 3 will be submitted to the Director of Human Resources, or a designated representative, by an International Representative of the Union within fourteen (14) calendar days after receipt of the Company's Step 3 written answers. A Step 4 meeting will be held, with the Local Grievance/Bargaining Committee in attendance. This meeting may be a conference call if agreed to by both parties. For termination grievances the Step 4 meeting will be held within thirty (30) days after receiving the submitted grievances from the Union, The Director of Human Resources, or their designated representative, shall submit written answers to the grievances within fourteen (14) calendar days after the Step 4 meeting is held.

- 6.03 Local Grievance/Bargaining Committee Persons are expected whenever possible, to settle issues and grievances on their shift without loss of working time. However, when necessary Local Grievance/Bargaining Committee Persons and Shop Stewards will be afforded reasonable time off from their work, to assist in the settlement of issues and grievances and in the administration of this Agreement as may be required; provided that arrangements for such time off shall first be made with the plant management to avoid interference with the plant operations. When meetings between these representatives and the Plant Management are such that they can only be held at the plant and during the regular work hours of such representatives there shall be no loss of earnings to any employee participating in such meetings.
- 6.04 The procedure for the settlement of grievances provided for herein, and including the provisions of Article VII, shall be available to the Company, as well as to any employee or the Union. Any Company or Union policy grievance will be first discussed at Step 3 of the grievance procedure.
- 6.05 All time limits referred to in this Article and in Article VII shall be exclusive of Saturday, Sunday, Shutdowns and holidays recognized in this Agreement. By mutual agreement time limits may be extended in writing between the parties.
- 6.06 Clerical and grammatical errors in grievance or disciplinary action will not invalidate the grievance or disciplinary action taken.

ARTICLE VII **ARBITRATION**

- 7.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation, application, administration or alleged violation of this Agreement, including the question of whether any matter is arbitrable, which has been properly carried through all the steps of the grievance procedure, and which has not been settled may, within twenty-eight (28) calendar days after receipt of the Step 4 written answers covering the dispute or grievance, be referred to an Arbitrator at the request of either of the parties hereto.
- 7.02 The Arbitrator will be chosen by the Company and the Union. Should the Company and the Union fail to agree on the selection of an Arbitrator within fourteen (14) calendar

days, then the Ontario Labour-Management Arbitration Commission will be asked to appoint an Arbitrator.

- 7.03 The decision of the Arbitrator shall be final and binding on both parties; however, the Arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions.
- 7.04 Each of the parties to this Agreement will bear their own expenses and will jointly bear the expense of the Arbitrator.
- 7.05 No person shall be appointed as an Arbitrator who has been directly involved in prior attempts to negotiate or settle the grievance.
- 7.06 Unless the parties otherwise agree in writing, not more than one grievance shall be referred to the same Arbitrator at any given time.
- 7.07 Either party may apply for the appointment of an Arbitrator, under the expedited arbitration provision of the Ontario Labour Relations Act.

ARTICLE VIII
NO STRIKES, NO LOCKOUTS

- 8.01 In view of the orderly procedures established by the Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the lifetime of this Agreement, there will be no strike, picketing, slow-down, or stoppage of work, either complete or partial, and the Company agrees that there will be no lockout.
- 8.02 The Company shall have the right to discharge or otherwise discipline employees who take part in or instigate any strike, picketing, stoppage, or slow-down, but a claim of unjust discharge or treatment may be the subject of a grievance and dealt with as provided in Articles VI and VII.

ARTICLE IX
DISCHARGE PROCEDURE

- 9.01 The Company agrees that prior to discharging an employee such employee will be "Suspended Indefinitely Pending Investigation". The investigation will be completed and the Union notified of the Company's decision within seven (7) calendar days.
 - a. The Company agrees that when it becomes necessary to discharge an employee, such employee shall at the time of their discharge be given the reasons in writing and be informed that unless a grievance is filed in writing with the Company within seventy-two (72) hours, exclusive of Saturdays, Sundays and holidays recognized in this Agreement, after such discharge, the case will be considered as closed. A copy of this notice will be furnished to the Local Grievance/Bargaining Committee Person for the department in which the employee was employed, within twenty-four (24) hours. Any grievance arriving hereunder shall be processed at Step 3 of the grievance procedure.

- 9.02 The Local Union President shall be furnished with a copy of such discharges within forty-eight (48) hours, exclusive of Saturdays, Sundays, shutdowns and holidays, after the discharge occurs, and if requested by the Union, a special Industrial Relations Committee meeting will be arranged within forty-eight (48) hours after receipt of such notice by the Local Union President.
- 9.03 Discharge or suspension grievances may be settled by confirming the management's action in dismissing or suspending the employee, or by reinstating the employee with full compensation for time lost or by any other arrangement which is just and equitable in the opinion of the conferring parties or an Arbitrator, if used.
- 9.04 The Company will assure Union representation for any employee engaged in dialogue with management personnel that has disciplinary overtones.
- 9.05 The Company agrees that it will not consider any disciplinary action that is more than twelve (12) months old for the purposes of progressive discipline, provided that there has been no further disciplinary action taken in the said twelve (12) month period.

ARTICLE X **SENIORITY**

Probationary Employees

- 10.01 An employee hired on or after February 1, 2013 for their first six hundred (600) hours worked will be considered a probationary employee. The Company will, within seventy-two (72) hours, give the Union in writing, the reason for the non-retention of a probationary employee. A probationary employee may be placed on any job, provided it cannot be filled by a regular employee.
- 10.02 A member of the local's Union committee shall be allowed sufficient time with all new employees, to explain the Union's operation during a probationary employee's orientation.
- 10.03 Probationary employees shall be laid off from the plant before "regular" employees are laid off
- 10.04 An employee laid off or displaced during their probationary period, and who is not re-employed by the Company within twelve (12) calendar months following the date of layoff shall be considered as a new employee if re-employed by the Company. There shall be no obligation on the Company to reemploy a laid off probationary employee; however, if a probationary employee is reemployed within the 12-month period following layoff their "original starting date" shall prevail once they attain the status of a "regular" employee.
 - a. Initial probationary hours accumulated by a probationary employee prior to a layoff and if they are rehired within twelve (12) calendar months of layoff they shall continue on probationary hours accumulated.

Regular Employees

- 10.05 Upon completion of the employee's probationary period, their plant seniority shall date back to their "original starting date" and they shall be considered a "regular" employee.
- 10.06 All employees have seniority in the Common Labour Pool (Plant Seniority) in accordance with their "original starting date".
- 10.07 An employee's department seniority shall commence upon being accepted as the successful applicant on a plant-wide Bid Job Posting, to fill a permanent vacancy in that department.
- 10.08 No employee may hold or accrue department seniority in more than one (1) department, (other than in the Common Labour Pool) at any one time. Therefore, if an employee moves into a department, other than their regular department, they shall lose all seniority in their former department at the time of entrance into such secondary department.
- 10.09 Employees shall lose all departmental seniority if they are laid off from the plant and not recalled within ninety (90) calendar days.
- 10.10 Employees shall lose all seniority rights and be terminated for any of the following reasons:
- a. Discharge not reversed through the grievance and arbitration procedure;
 - b. Resignation;
 - c. Retirement;
 - d. Layoff from the plant for the period specified hereunder:
 1. For a regular employee having less than twelve (12) calendar months plant seniority, at the time of layoff, said seniority is lost after twelve (12) calendar months of layoff from the plant.
 2. For "regular" employees having twelve (12) calendar months or more of plant seniority, at the time of layoff from the plant, all seniority is lost if the plant layoff extends for more than twenty-four (24) calendar months, or a period equal to the calendar days of plant seniority at the time of layoff, whichever is greater. For employees hired after January 31, 1997, having twelve (12) calendar months or more of plant seniority, at the time of layoff from the plant, all seniority is lost if the plant layoff extends for more than twenty-four (24) calendar months, or a period equal to the calendar days of plant seniority at the time of layoff, whichever is greater, not to exceed sixty (60) calendar months.
 - e. Absence without leave in excess of three (3) workdays without reason satisfactory to the Company.
 - f. In accordance with Article 11.04.
 - g. In accordance with Article 22.03.
 - h. Confirmed employment with another employer while on a leave of absence, without prior approval from the Company.

- 10.11 Effective with the date of ratification, any bargaining unit employee who accepts a position within the Company outside the bargaining unit shall lose all seniority rights and their right to return to the bargaining unit.
- 10.12 An employee rehired by the Company after loss of seniority rights shall be considered as a probationary employee.
- 10.13 Human Resources will provide plant and department seniority lists on a quarterly basis.
- 10.14 Departments will be reduced in the reverse order of department seniority.
- a. The plant will be reduced in the reverse order of plant seniority
 - b. The Maintenance Department will be a separate and distinct department for purposes of layoff and recall. If there is a reduction in force from the Maintenance Department, the displaced employee will be placed in the Common Labour Pool at the Manufacturing Technician rate of pay.

ARTICLE XI **LAYOFF AND RECALL**

- 11.01 In the case of a layoff from the plant, or the voluntary quitting of an employee, three (3) workdays' notice shall be given by the Company. or the employee, as the case may be. In either case, the employee shall be paid in full within seven (7) calendar days, or sooner, if practicable. It is understood that this paragraph does not apply to layoffs caused by emergencies.
- 11.02 Recall from layoff will be to the common labour pool and will be by plant seniority. In a case where a department needs more employees, they will be recalled to the department from the common labour pool according to their department seniority. When there are no employees on that department's layoff list in the common labour pool, the temporary vacancies will be filled in accordance with Article 12.04.
- 11.03 Employees upon being laid off from the plant, due to shutdown or reduction of forces, shall leave their address and telephone number with the Human Resources Department on a card provided for that purpose.
- 11.04 Layoff lists of regular employees shall be maintained by department seniority and plant seniority. In the event of recall from layoff, the Company shall notify each employee in turn by plant seniority by the most convenient method. Normally this will be by telephone, by personal contact, by certified or registered mail. Upon any employee's failure to report their intention of returning to work within a twenty-four (24) hour period after receipt of notice, exclusive of Saturdays, Sundays and holidays and failure to actually report to work within a seven (7) calendar day period of receipt of the certified or registered mail, or upon return of the certified or registered mail, sent to the last address furnished to the Company by the employee, shall lose all seniority rights and be terminated.
- 11.05 Voluntary layoffs out of line of seniority may be offered at the Company's discretion, notwithstanding any other provisions of this Collective Agreement.

- 11.06 There are times when it becomes necessary for the Company to shutdown operations for a week or more at a time. When this is the case the Union will be notified in advance and a notice posted for employees informing them of the week(s) shutdown.
- a. There are specific employees that may be required to work during the shutdown week(s). In this case the Company will schedule the most senior employee(s) with the skill and ability to perform the task. Employees scheduled will be required to work unless they have approved vacation or approved voluntary layoff as per 11.05.
 - b. The company will develop a training plan to help purify seniority. In the event that an employee is out of line of seniority the company agrees to schedule an employee (one for one) in line of seniority. The company agrees to ask for volunteers for training (with an opt out option) and develop a training plan. This applies from March 1, 2014.

ARTICLE XII
VACANCIES, PROMOTIONS AND DEMOTIONS

- 12.01 The plant will have the following departments: Manufacturing which includes: Press Bending, Bystronic, Gravity, Assembly, Final Line, Ford Warp and Services Group. Also, Value-Added, Quality, Materials, Stores, Maintenance, and Mold Shop.
- a. Employees in any department will be allowed on a permanent opening only to move within their classification by department seniority, from a 12 hour shift to an 8 hour shift or an 8 hour shift to a 12 hour shift before the permanent opening is filled by promotion.
 - b. Whenever a department goes to a twelve (12) hour and eight (8) hour operation, employees will be given the choice by Department Seniority, within their classification, as to their preference for either eight (8) hour or twelve (12) hour shifts. As shift changes are made, or major changes in operations are introduced, the employees must submit their shift preferences. For clarity, preferences will be issued on the basis of seniority.
 - c. The Company will determine the number of permanent jobs in each department. The Company may change the number of jobs in any department and will notify the Union of such changes so it will have the opportunity of discussing the changes with the company.
 - d. Employees may be required to rotate work assignments.

12.02 Job Posting

In the event new permanent jobs are created or permanent vacancies become available (other than First Operator) within the bargaining unit, the Company will post such new jobs for a period of five (5) working days. The posting will identify the shift, department, classification, and wage rate. The position will be awarded to the most senior employee. Employees will not be able to bid on more than 2 postings in a 12 month period unless it is to a higher paying position.

12.03 Disqualification

The employee can elect to disqualify himself at any point before the position is awarded. Once the position is awarded, the employee can choose to opt out of the job within thirty (30) calendar days, but will be required to stay until the job is filled, but in any event not more than 60 days. Then the employee will be moved back to his previous position at the appropriate rate of pay. The above shall also be applicable for management disqualifications which may be subject to the grievance and arbitration procedure.

- a. Employees on WSIB, Short Term Disability benefits, maternity leave, vacation and other leaves of absence will be required to contact the Human Resources Department to inquire of the availability of any job posting for each week absent. Failure to do so, the employee loses all rights to apply for the bid job upon their return to work. The Human Resources Department will record the employee's wishes on a form provided with respect to the bid job and forward a copy to the Union

12.04 Temporary Vacancies

Vacancies expected to last more than thirty (30) days but less than 6 months will be filled first from within the department by the senior employee who can perform the work.

Vacancies of a short-term duration of less than 30 days due to absences of regular full time employees may be filled from a pool of available laid off employees on the basis of seniority provided they can be reached. Those considered for short term assignments will provide their name and contact phone number to Human Resources.

The employer may establish a labour pool to draw from to cover for employee absences. Such pool shall consist of laid off employees agreeing to be in such a pool and supplemental employees.

The Pool shall be utilized in the following order:

- a. Laid off employees will be asked first in order of seniority if no laid off employees are available then;
- b. In the event the pool of laid-off employees is exhausted, the Company may use a pool of supplemental workers who will not be employed longer than 120 days in any twelve (12) month period without accruing seniority. Under no circumstances shall the Company have more than 15 supplemental workers at any given time.

12.05 Back-Up Positions

The Company will post plant wide bids for the number of Back Up positions required for the following areas:

Quality	1
Mold Shop	1
Recycler	1
Stores First/Aid	1
Cycle Count	1
Materials	1

The parties agree to red-circle current screen room back up position for the life of the Collective Agreement.

The bid will state **"Back Up Only"**. This process will follow the same procedures as outlined in Article 12.02, save for the qualifications required for a Mold Shop position.

- a. Back up bids will not be used as a requirement for filling permanent bids.
- b. Utilize back up bid employee on shift. If no back up employee on shift, utilize Labour Pool Employees.
- c. When overtime is required and all full time employees (not Back Ups) in 12.05 have refused, a back up employee may be utilized to cover the vacancy.
- d. Utilize Back Up Stores First/Aid Attendant to cover the four (4) week training period for the bid jobs.
- e. When ever a Back Up employee is utilized in any Back Up position, the employee will return to their home department, shift and classification with all accrued seniority, after the time period has been completed in the Back Up bid job.
- f. The Company reserves the right to add more backup positions as necessary.

ARTICLE XIII **TEMPORARY TRANSFER AND ASSIGNMENT**

13.01 An employee, who has a particular skill which is needed by the Company to fill a temporary opening, may be temporarily transferred by the Company from one job to another, or to another department, without regard to seniority, provided such opening cannot be filled with a qualified employee.

- a. When such a transfer extends for more than thirty (30) workdays, the matter will be reviewed at the next I.R.C. meeting, in the following manner:
 1. Review reasons for using 13.01 a.
 2. Review for a plant-wide bid in the Department.
- b. Under 13.01 of this Agreement, the Company advised the Union, and the Union has agreed that Fork Lift Drivers are Particular Skill Jobs.

This Policy is negotiated in order to protect the health and safety of employees in the facility by having qualified workers in these job classifications at all times.

Therefore, all work performed in said job classifications (overtime and regular time) must be performed by employees holding a valid Pilkington Fork Lift Driver's License.

13.02 When an employee is temporarily assigned on a day to day basis to a higher paying job then the employee will receive the higher rate of pay for the remainder of the shift to a maximum of eight (8) hours or up to twelve (12) hours for those employees working a 12-hour shift.

When an employee is temporarily assigned on a day to day basis to a lower paying job then the employee will suffer no reduction from the rate of pay on their regular job prior to the assignment.

- 13.03 When employees are working their normal scheduled work week (not on overtime) and are unable to complete their work schedule because of some unscheduled event or emergency situation in their department, the Company may assign these employees to perform work in another department in the plant to enable these employees to complete their normal work schedule. The Company shall not be obligated under these circumstances to pay any call-in or overtime pay to the employees normally assigned to those departments.

ARTICLE XIV **WAGES**

- 14.01 All jobs covered by this Agreement have been established in accordance with "Schedule of Job Classifications and Rates," which appears as Exhibit "B" at the end of this Agreement and is a part of this Agreement. The "Schedule of Job Classifications and Rates" shall become effective with the effective date of this Agreement, and shall remain undisturbed for the life of this Agreement, except as provided below.
- 14.02 It is recognized that during the term of this Agreement, changing conditions or circumstances or the more effective operation of the business may from time to time cause the Company to add new jobs, eliminate existing jobs, or adjust, modify, combine, or consolidate existing jobs. In the event a new job is added, the Company will determine the appropriate job class, job title, and base rate applicable to the job. If the Company concludes that any adjustment, modification, combination, or consolidation of an existing job justifies a change in the job class, job title, or base rate of the job, the Company will determine the appropriate job class, job title, and base rate applicable to the job as revised.
- 14.03 Any changes arising from the actions of the Company using the procedure in Sec.14.02 will be discussed with the Union and a sincere effort made to arrive at an agreement. If agreement is not reached, the Company may put the changes into affect.
- 14.04 If, after a period of thirty (30) days, or such longer period as may be agreed upon by the Company and the Union, the Union claims any inequity with respect to the job class, job title, or base rate assigned the job by the Company, the Union may initiate a grievance alleging such inequity. In considering any such grievance, the parties and arbitrator, if the matter is referred to arbitration, shall determine the issue by a comparison of the rate for the new or revised job with rates paid at the plant for other jobs requiring similar skills.
- 14.05 Any settlement reached by the parties, or directed by an arbitrator, shall be effective as of the date the duties of the new or revised job were first performed.
- 14.06 Shift Premiums: The intent of the Company's shift differential premium rates shall be to compensate employees who are required to work undesirable shifts, where the majority of the hours of such shifts fall before 6 am or after 6 pm.

- a. For regular department shifts working between 6:00 am and 6:00 pm, there will be no shift differential.
 - b. For regular department 3:30 p.m. to 11:30 p.m. shifts (8 hours), there shall be paid thirty cents (\$.30) per hour shift differential;
 - c. For regular department 11:30 p.m. to 7:30 a.m. shifts (8 hours), there shall be paid a forty cent (\$.40) per hour shift differential;
 - d. For other than regular department shifts, hours worked between 3:30 p.m. and 11:30 p.m. will be paid at the afternoon shift differential and hours worked between 11:30 p.m. and 7:30 a.m. will be paid at the midnight shift differential.
 - e. For continental (12 hours) shift hours worked from 7:30 a.m. to 7:30 p.m., there shall be paid a ten cents (\$.10) per hour shift differential;
 - f. For continental (12 hours) shift hours worked from 7:30 p.m. to 7:30 a.m., there shall be paid a thirty-six cents (\$.36) per hour shift differential.
- 14.07 Where employees work on shifts, the shifts will be rotated every work week, except in the case of 12-hour shifts where they shall be rotated every two work weeks.

ARTICLE XV
PAY DAYS

- 15.01 Wages shall be paid by direct bank deposit to the Employees bank account on Thursday of every other week, following the end of a pay period. When a payday falls on a holiday recognized under this Agreement, employees will be paid the previous day. Employees may receive their pay-stub on Thursday at the Company's pay station
- 15.02 The Company will deposit by electronic fund transfer into a maximum of two (2) accounts authorized by the employee where permissible by law.

ARTICLE XVI
HOURS OF WORK AND OVERTIME

- 16.01 A workweek shall be seven (7) consecutive days commencing at 11:30 p.m. Sunday and ending at 11:30 p.m. the following Sunday. A continental workweek shall be seven (7) consecutive days commencing at 7:30 a.m. Sunday and ending at 7:30 a.m. the following Sunday.
- 16.02 An employee's normal scheduled workweek shall be forty (40) hours falling within a workweek or shall average forty-two (42) hours over two consecutive workweeks, for employees working a continental workweek. Employees shall be informed by their Team Leader of the hours they are scheduled to work within the workweek and any changes to such schedule occurring thereafter. All bargaining unit weekly schedules will be posted on Thursday by 6 pm and remain unchanged until the following Thursday. The Company and the Union will discuss should it be necessary to make changes.

- a. The Company reserves the right to schedule weekly hours of work in any department(s) less than the normal work week as outlined above to coincide with reduced demand volumes per Schedule 8 in Exhibit A.
- 16.03 There is no limitation on the hours that the Company may require, nor a guarantee on a minimum number of hours of work.
- a. However, no employee, except as herein provided, will be required to work more than the normal scheduled work week as defined in Subsection 16.02 above, nor more than eight (8) hours, nor more than twelve (12) hours for continental shifts, in their 24-hour workday, without the payment of overtime with the following exception: Daily overtime shall not apply in situations where an employee changes shifts within a week because of exercising seniority or voluntarily trading shifts with the approval of management.
 - b. When an employee requests a shift change and such a request is granted, the employee becomes eligible for overtime only on that shift which the employee is working when the overtime is offered.
 - c. Employees called in to work on their scheduled day off shall be compensated at one and one-half (1-1/2) times for the hours worked on such day provided they have worked all regularly scheduled hours within that work week. Should the employee not work his complete shift within the week, then they shall only receive time and one-half their normal rate of pay for hours once they completed forty hours in that week for eight (8) hour shifts only.
 - d. When it becomes necessary to change an employee's shift schedule, the employee with the least amount of department seniority will be moved first.
 - e. Weekend overtime will be scheduled to coincide with the shift worked. For example, if the midnight shift is required to work, then those employees already scheduled on that shift will be required to work. The Company will notify employees by Wednesday at 12:00 noon prior to the Saturday/Sunday overtime.
 - f. If unplanned overtime is required, it will first be offered on a voluntary basis. If there are no volunteers, the Company will schedule the least senior employee qualified to perform the task on the shift required to work.
 - g. It is agreed that scheduled overtime will be limited to two occasions per employee per year. The Company will make every effort to balance out schedule shift requirements.
 - h. It is agreed that integrated operations will be schedule as continuous operations (Furnaces, Assembly, Claves, Final Line) for cost benefit purposes. For those non-integrated operations in the event that one shift is required day shift will be the default.
 - i. Effective August 1, 2016, should it become necessary to change an employee's shift, two (2) weeks' notice shall be given. If two (2) weeks' notice is not provided

to the employee, the first straight time shift on the new shift will be paid at time and one half.

- 16.04 Overtime shall be compensated at one and one-half (1-1/2) times the normal rate of pay for hours worked in excess of the employee's normal 8 or 12 hour scheduled day and 40 hours in a work week. There will be no pyramiding or compounding of overtime premiums.
- 16.05 Whenever employees hired prior to February 1, 2007 work on Saturday or Sunday, they shall be compensated at one and one-half (1 ½) times their normal rate of pay. Employees hired on or after February 1, 2007 will only receive overtime at the rate of time and one-half for hours worked in excess of forty (40) hours in the pay week.
- For purposes of Subsection 16.05 "Saturday" is defined as commencing at 11:30 p.m. on calendar Friday and "Sunday" is defined as commencing at 11:30 pm on calendar Saturday and ending 11:30 pm calendar Sunday. For continental shifts, "Saturday" is defined as commencing at 7:30 am on calendar Saturday, and "Sunday" is defined as commencing at 7:30 am on calendar Sunday and ending at 7:30 am calendar Monday.
- 16.06 Double time shall be paid for the seventh consecutive day worked in a scheduled workweek.
- 16.07 Employees called in on their scheduled day off shall not be required to take time off to prevent the payment of overtime.
- 16.08 When two (2) or more penalty payments, other than shift premiums, might be applicable to the same hours of work, only the highest shall be paid. In no case will penalty payments be duplicated or pyramided.
- 16.09 When a holiday, as provided for in Article XX, falls on a day when an employee would have worked but for the holiday, such holiday shall be counted as a day worked for the purposes of computing weekly overtime. A holiday shall not be so counted for an employee who fails to qualify for holiday pay on such holiday.
- 16.10 Four (4) hours actually worked constitutes a day worked in an employee's 24-hour period.
- 16.11 For the purposes of plant wide communication meetings the company reserves the right to mandate up to one hour of overtime per employee. This will not exceed two (2) times per year. Notice of the plant wide meeting will be posted not later than Thursday of the previous week.
- 16.12 Employees who are passed over for scheduled overtime based on their seniority will be allowed to work the overtime at the next available opportunity. The Company will not pay an employee for overtime hours not actually worked., except in the situation when the overtime opportunity has been given to an employee outside the department, in which case the employee by-passed shall be paid for the hours lost.

The employee shall also be paid for all hours lost if they are subsequently by-passed a second time within any three (3) month period.

ARTICLE XVII
REPORTING PAY AND RECALL

17.01 An employee scheduled to work who reports for work without having been properly notified that there be no work will be reassigned, if practicable, and paid a minimum of four (4) hours at their regular base rate, or the earned rate of the job actually performed, whichever is the higher. Wages paid for which no work is performed shall not be included as time worked in the computation of overtime.

The provisions in the above paragraph shall not apply to employees who fail to work their scheduled hours on the preceding day unless such employee contacts the Company to inquire as to the availability of work on their next scheduled workday.

17.02 In situations beyond the Company's control, such as cancellation of orders, or breakdown, or in situations for which the Company cannot be fairly blamed, there is no obligation on the Company's part as set forth in 17.01 above.

17.03 Employees recalled to work for an emergency, breakdown, or immediate repair assignment after they have completed their scheduled shift and have left the Company premises shall be guaranteed a minimum of four (4) hours' pay at their base rate.

17.04 The Company assumes no responsibility for an individual who is not scheduled to work, voluntarily appearing for work in the hope that work may be available. Furthermore, employees who are in the plant prior to regular starting time and who are assigned work will be paid for such work performed prior to their regular starting time at the appropriate rate.

ARTICLE XVIII
STARTING AND STOPPING TIME

18.01 Each employee is required to be at their work place at the start of their scheduled shift and is required to clock in prior to the start of their shift and to clock out at the end of their shift.

18.02 No employee, unless excused, shall leave their work place to wash up and change clothes until the end of their shift, or until their replacement has changed clothes and reported to take over the job. If a replacement fails to report on schedule, the employee shall notify their team leader and shall remain at their post an extra four (4) hours maximum.

Continental Shift

No employee, unless excused, shall leave their work place to wash up and change clothes until the end of their shift, or until their replacement has changed clothes and reported to take over the job. If a replacement fails to report on schedule, the employee shall notify their team leader and shall remain at their post until a replacement is secured. For greater clarity, no employee shall be required to work more than thirteen (13) hours per shift.

If an employee is forced over for more than one (1) hour, the employee will receive a meal allowance in the amount of a five dollar (\$5.00) gift card.

18.03 It is the duty of employees to report for their regular shift unless they have previously arranged with their Team Leader to be absent. If unavoidably prevented from reporting to work, they must give notice as directed as far as practical in advance of the time their shift goes on duty and except in cases of emergency, they are expected to report off no later than one (1) hour before their scheduled starting time.

18.04 Employee Early Pass Outs

The following shall apply to early pass out slips:

- a. Employees shall not leave the plant during working hours unless they receive an early pass-out slip (EPO) from their Team Leader and clock their cards "in" and "out" for such periods.
- b. The subject pass is authorization for the employee to leave the plant for a portion of a scheduled shift, the day of issue only.
- c. Early pass-out slips must be authorized by the employee's Team Leader, when in the opinion of the Team Leader, the reason for the request is legitimate and satisfactorily explained. Falsification will subject the employee to disciplinary action.
- d. The pass will indicate the intention to return or not, and employees leaving and/or re-entering the plant are required to clock their time card and present the authorization pass to the Attendant at the gate upon leaving and to check in with the Attendant when returning.
- e. The issuance of an authorized pass-out slip in no way changes the regulation governing holiday pay, and the day of issue will be credited for eligibility.

ARTICLE XIX
OVERTIME ADMINISTRATION

19.01 Overtime sign up sheets will be posted on a weekly basis. Employees who have interest in working overtime will provide their name and contact phone number on the applicable sheet. If it is determined that overtime is necessary, the senior employee who can perform the work within the department will be contacted first. Thereafter the senior employee plant-wide who can perform the work will be given the opportunity.

19.02 Daily call-offs of absent employees will be filled as per 12.04 with vacancies of less than thirty (30) days.

ARTICLE XX
PLANT HOLIDAYS

20.01 The following will be considered as holidays during the term of this Agreement:

2016	
March 25, 2016	Good Friday
May 23, 2016	Victoria Day
July 1, 2016	Canada Day

August 1, 2016	Civic Holiday
September 5, 2016	Labour Day
October 10, 2016	Thanksgiving Day
December 24, 2016	Christmas Holiday Period
December 25, 2016	Christmas Holiday Period
December 26, 2016	Christmas Holiday Period
December 27, 2016	Christmas Holiday Period
December 30, 2016	Christmas Holiday Period
December 31, 2016	Christmas Holiday Period
January 1, 2017	Christmas Holiday Period

The Christmas holiday plant shutdown shall be from December 24, 2016 through January 1, 2017. For 8-hour shift employees the shutdown shall commence at 11:30 pm on December 23, and for continental employees the shutdown shall commence at 7:30 am on December 24.

2017	
April 14, 2017	Good Friday
May 22, 2017	Victoria Day
July 1, 2017	Canada Day
August 7, 2017	Civic Holiday
September 4, 2017	Labour Day
October 9, 2017	Thanksgiving Day
December 24, 2017	Christmas Holiday Period
December 25, 2017	Christmas Holiday Period
December 26, 2017	Christmas Holiday Period
December 29, 2017	Christmas Holiday Period
December 30, 2017	Christmas Holiday Period
December 31, 2017	Christmas Holiday Period
January 1, 2018	Christmas Holiday Period

The Christmas holiday plant shutdown shall be from December 24, 2017 through January 1, 2018. For 8-hour shift employees the shutdown shall commence at 11:30 pm on December 23, and for continental employees the shutdown shall commence at 7:30 am on December 24.

2018	
March 30, 2018	Good Friday
May 21, 2018	Victoria Day
July 1, 2018	Canada Day
August 6, 2018	Civic Holiday
September 3, 2018	Labour Day
October 8, 2018	Thanksgiving Day
December 24, 2018	Christmas Holiday Period
December 25, 2018	Christmas Holiday Period
December 28, 2018	Christmas Holiday Period
December 29, 2018	Christmas Holiday Period
December 30, 2018	Christmas Holiday Period
December 31, 2018	Christmas Holiday Period

January 1, 2019	Christmas Holiday Period
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The Christmas holiday plant shutdown shall be from December 24, 2018 *through* January 1, 2019. For 8-hour shift employees the shutdown shall commence at 11:30 pm on December 23, and for continental employees the shutdown shall commence at 7:30 am on December 24.

2019	
April 19, 2019	Good Friday
May 20, 2019	Victoria Day
July 1, 2019	Canada Day
August 5, 2019	Civic Holiday
September 2, 2019	Labour Day
October 8, 2019	Thanksgiving Day
December 24, 2019	Christmas Holiday Period
December 25, 2019	Christmas Holiday Period
December 26, 2019	Christmas Holiday Period
December 27, 2019	Christmas Holiday Period
December 30, 2019	Christmas Holiday Period
December 31, 2019	Christmas Holiday Period
January 1, 2020	Christmas Holiday Period

The Christmas holiday plant shutdown shall be from December 24, 2019 through January 1, 2020. For 8-hour shift employees the shutdown shall commence at 11:30 pm on December 23, and for continental employees the shutdown shall commence at 7:30 am on December 24.

When a holiday, excluding the Christmas Holiday shutdown period, falls on a Saturday or Sunday and is legally celebrated on Monday, the rules concerning holiday pay will apply on Monday.

For employees on the 12-hour Continental shift, a specified holiday shall commence at 7:30 a.m. on the day of the holiday and end at 7:30 a.m. the following day.

- 20.02 When the Company requires an employee to work on any of the above holidays, the hours worked will be paid at the rate of time and one-half (1-1/2).
- 20.03 If an employee is able, willing, and available to work on a holiday, as specified in 20.01 above, and does not work because the company schedules such holiday as a non-workday for such employee, then they shall receive for such day holiday pay in an amount equal to eight (8) hours, multiplied by their average straight-time base rate, excluding shift premiums and overtime or other penalty payments. Their average straight-time base rate is calculated by using their last previous pay period in which they worked a minimum of sixteen (16) hours, provided they meet all the following eligibility requirements:
 - a. The employee has been employed at least six hundred (600) working hours;

- b. The employee (who is on the current payroll and is either working or on vacation when the holiday occurs) worked their last scheduled workday prior to and their next scheduled workday after the holiday; and
 - c. The employee does not fail or refuse to work when scheduled to work on such holiday;
 - d. With respect to an employee laid off on reduction of forces, or absent because of illness established to the satisfaction of the Company, such employee will not be disqualified for having failed to meet the eligibility requirements of Sub-section (b) of this Section 20.03 provided they work at least one (1) scheduled workday in either the seven (7) calendar days immediately preceding the holiday or the seven (7) calendar days immediately following the holiday.
- 20.04 An employee who works on a specified holiday shall be paid for all hours worked on such day at the rate of time and one-half (1-1/2) pursuant to Section 20.02, and in addition, the amount which they would have been paid under Section 20.03 had they not worked.
- a. When an employee fails to report for work as scheduled on a holiday, and is disqualified for holiday pay, and another employee works the scheduled shift of the employee who failed to report, the employee who worked a double shift shall receive additional holiday pay equal to the amount that would have been paid to the employee who was disqualified.
 - b. If two employees each work one-half the shift of the one who is disqualified, each shall receive additional holiday pay equal to one-half the amount that would have been paid to the employee who was disqualified.
 - c. Overtime work performed on such holidays caused by any other circumstances other than quoted in (a) and (b) above shall not apply.
- 20.05 Employees who are otherwise eligible for holiday pay will receive pay for a holiday occurring during their vacation, but will not receive pay for a holiday if the holiday occurs during other absences from employment such as layoff, sick leave, or other leave of absence except as provided in Section 20.03 above.

ARTICLE XXI
VACATION PLAN

- 21.01 Employees who complete twelve (12) months of continuous service since their last hiring date with the Company shall be entitled to receive two (2) weeks vacation with pay. Vacation pay shall be four percent (4%) of the employees' gross earnings accumulated during the calendar year preceding that in which the vacation is being taken. Vacation is capped at 4 weeks (8%) for employees hired on or after February 1, 2007.
- a. Employees who complete five (5) or more years of continuous service since their last hiring date with the Company shall be granted three (3) weeks vacation with pay. Vacation pay shall be six percent (6%) of the employees' gross earnings

accumulated during the calendar year preceding that in which the vacation is being taken.

- b. Employees who complete ten (10) or more years of continuous service since their last hiring date with the Company shall be granted three and one-half (3-1/2) weeks vacation with pay. Vacation pay shall be seven percent (7%) of the employees' gross earnings accumulated during the calendar year preceding that in which the vacation is being taken.
- c. Employees who complete fifteen (15) or more years of continuous service since their last hiring date with the Company shall be granted four (4) weeks vacation with pay. Vacation pay shall be eight percent (8%) of the employees' gross earnings accumulated during the calendar year preceding that in which the vacation is being taken.
- d. Employees who complete twenty (20) or more years of continuous service since their last hiring date with the Company shall be granted four (4) weeks vacation with pay. Vacation pay shall be nine percent (9%) of the employees' gross earnings accumulated during the calendar year preceding that in which the vacation is being taken.
- e. Effective February 1, 1994 employees who complete twenty-five (25) or more years of continuous service since their last hiring date with the Company shall be granted four (4) weeks vacation with pay. Vacation pay shall be ten percent (10%) of the employees' gross earnings accumulated during the calendar year preceding that in which the vacation is being taken.
- f. Effective February 1, 2001, employees who complete thirty (30) or more years of continuous service since their last hiring date with the Company shall be granted six (6) weeks vacation with pay. Vacation pay shall be twelve percent (12%) of the employees' gross earnings accumulated during the calendar year preceding that in which the vacation is being taken.

21.02 An employee, upon leaving the company's service, or who is terminated, shall receive accumulated vacation pay in accordance with the following rules:

- a. Employees who have completed less than twelve (12) months of continuous employment with the Company shall receive an amount equal to four percent (4%) of their gross earnings accumulated during the preceding calendar year and the current calendar year up to the time of their leaving or termination.
- b. Employees who have completed more than twelve (12) months of continuous employment with the Company shall receive an amount equal to the percentage of vacation pay they are entitled to according to their years of service, multiplied by their gross earnings accumulated during the preceding calendar year and the current calendar year up to the time of their leaving or termination, but less any vacation payment already made attributable to the previous calendar year's earnings.

- 21.03 Employees who are off work because of illness or injury may, upon request to the Human Resources Department, receive vacation pay due them.
- 21.04 Vacations may only be taken during the year in which they are due.
- 21.05 Vacation scheduling must not interfere with plant operations. The company will endeavor to comply with the employee's vacation request insofar as is practical, and in the event the Company cannot honor all requests for a specific period, selection will be based on plant seniority.
- a. Vacation requests for the month of January and February, must be received by the Company before November 1 of the preceding year. These requests shall be considered in order of plant seniority and responded to by November 15. Requests made after November 1st will be by a first come first serve basis.
 - b. Vacation request for March through December must be received between January 1 and January 31 in order to be considered by plant seniority. Requests received after January 31 will be on a first come, first serve basis. Vacation request forms shall have a space for two alternate requests. The alternate requests on the forms received in January shall be considered before requests made after January 31. These requests will be approved/denied by March 1st. Vacation approvals will be posted.
 - c. The company will post the plans for summer vacation shutdown each year on or about April 15. The company will make every effort to adhere to the plan subject to the business needs of our customers.
 - d. All requests after January 31 will be approved or denied within fourteen (14) calendar days after being submitted to Human Resources. Vacation approvals will be posted.
- 21.06 However, in the event the Company shuts down the plant or any portion thereof, for any reason covering a specific period, then such period of shutdown may be designated by the employee as a vacation period or a lay-off period.

There may be specific employees required to work during this period. The Company will designate the employees who will be required to work based on department seniority and the ability to perform the necessary work. Senior employees will be given the option of working and if insufficient employees volunteer, the least senior employees within the department with the ability to perform the job shall be required to work.

- a. If the Company shuts down the plant or any portion thereof for a two (2) week shut down, the Company agrees that it may only designate one of such weeks as a vacation period. Those employees who are eligible and not required for work during such shut down period shall take a minimum of one (1) week of vacation at the time of the shut down even if they have previously received their vacation pay under Sub-section 21.08 (b) hereunder, and will have the option of taking the second week as vacation or as a voluntary layoff. The employees must apply, in writing, for the voluntary layoff at least two (2) weeks prior to commencement of

the summer shutdown period. It is understood and agreed that the regular rules with respect to layoff and recall as contained in Article X and Article XI will not apply during the shutdown period.

21.07 No vacation period of less than one (1) week shall be granted. However, in the case of an employee who is entitled to three and one-half (3-1/2) weeks' vacation, the one-half (1/2) week must be taken in no less than a period of three (3) consecutive days. It is understood that an employee's normal workweek constitutes a vacation week for employees who are not on continental shifts. For employees on the 12-hour shift the one-half (1/2) week must be taken in no less than a period of two (2) consecutive workdays.

a. For employees who are on the 12-hour continental shifts, a vacation week coincides with the scheduled workweek of such employee.

21.08 Vacation payment shall be made as follows:

a. The terminated employee, eligible for vacation payment, shall be paid not later than the next regular pay-day.

b. Any vacation pay for which an employee is eligible will be paid by the last payroll day in January. This will be paid by separate deposit. Any employee taking vacation in January (prior to the normal distribution of vacation pay) shall have vacation pay made available on the last pay-day prior to taking vacation.

21.09 Where a plant holiday, as specified in Article XX, Section 20.01 falls during the vacation of an employee, the employee shall be given a workday off for the holiday that is not earlier than or later than thirty (30) calendar days from the date on which the holiday was to be celebrated. The employee's wishes shall be taken into account in selecting such day.

21.10 The vacation year shall be defined as January 1 to December 31.

21.11 Vacation requests shall have priority over requests for leave of absence when the same week is requested.

21.12 Employees may cancel their vacation up to seven (7) calendar days prior to the beginning of their vacation after which time they will be scheduled on vacation, except due to extenuating circumstances.

ARTICLE XXII **LEAVES OF ABSENCE**

22.01 Regular employees may be granted a leave of absence for good cause without pay and at the termination of such leave they shall be entitled to resume their accumulated seniority status. It is the policy of the Company not to encourage leaves of absence, and they will be granted only in the interest of the employee's health and welfare or where extreme personal necessity or circumstances in their immediate family justify such a leave. No leaves will be granted to work for another employer or for employees to go into business for themselves.

- 22.02 Employees shall make application for leaves in writing to the Company at least seven (7) days ahead of such leaves except for emergency reasons acceptable to the Company.
- 22.03 Employees off work due to bona fide illness or accident shall automatically be carried on "sick" leave of absence as long as such leave is supported by medical evidence submitted each thirty (30) days of such illness; but in no event will such leaves exceed two (2) years or a period equal to the employee's calendar days of plant seniority at the time the sick leave commenced (not to exceed one hundred and twenty (120) calendar months).
- 22.04 Absence without leave will subject the employee to disciplinary action.
- 22.05 Any employee of the Company covered by this Agreement who shall be granted a leave of absence for the purpose of becoming a full-time employee of the Union, shall retain and accumulate seniority while so employed. If they make application for reinstatement with the Company within fifteen (15) days after the termination of such employment, they shall have the right of reemployment in the department where formerly employed with full seniority rights. If such employee fails to apply within such fifteen (15) days, they shall lose their seniority and cease to be an employee. No more than one (1) employee may be on leave of absence for the purpose of working for the Union during the life of this Agreement.
- 22.06 Employees shall be granted upon request, parental leave of absence in accordance with the "Ontario Employment Standards Act" and any other applicable government legislation. During the leave of absence, the employee's plant and department seniority shall accumulate. Upon return to work, the employee will be placed in their previous department. Employees will assume the position which their plant or department seniority will allow. Two weeks' notice will be required before returning to work. A physician's certificate is required stating the employee who gave birth to a child is in good health and able to perform her normal duties of work. The parental leave provisions of the Ontario Employment Standards Act as they were written on January 1, 1996, shall be deemed to be incorporated into this Collective Agreement.

ARTICLE XXIII
REST AND LUNCH PERIODS

- 23.01 Employees will not be required to remain on duty in their department or to perform work during the lunch period of the job to which they are assigned unless they are paid for the time worked.
- 23.02 Employees who are provided with a lunch period shall be granted, in addition, one 10-minute rest period whenever uninterrupted work is required for four (4) hours or more.
- 23.03 Employees who are not provided with a lunch period shall be granted two 10-minute and one 15-minute rest periods during each 8-hour shift. Employees on 12-hour shifts shall be granted four 10-minute and one 15-minute rest periods during each 12-hour shift. The furnace loaders on the gravity windshield operation and the relief person for such loaders shall receive eleven 15-minute rest periods during each 12-hour shift.

- 23.04 Employees shall not leave the plant during their lunch period unless they receive permission from their Team Leader and clock their cards "out" and "in" for such periods.

ARTICLE XXIV
PHYSICAL EXAMINATIONS

- 24.01 All new employees will be required to take a physical examination. Such examinations will be given by a medical professional at the Company's expense.
- 24.02 Physical examination of employees may be made from time to time by a medical professional at the Company's expense. All examinations shall be scheduled during an employee's normal working hours, with the employee suffering no loss of pay. If the Employee is on the afternoon shift, on the midnight shift or on their day off, the employee shall be paid two (2) hours pay at their average straight-time base rate as defined in Section 20.03. Employees may obtain, upon request, copies of the reports of their physical examination. The Union shall be notified of all examinations requested by the Company under Article 24. The Company agrees that the provisions of Article 24.03 will be applied in accordance with the terms and conditions of the Ontario Human Rights Code and other applicable legislation.
- 24.03 All employees who have been off work because of illness or non-industrial accident may be required to submit a statement from a qualified physician verifying the illness.
- 24.04 Prior to returning to modified duties, an employee who has been absent due to a work related injury must produce a Functional Abilities Form (FAF) outlining his/her physical abilities. Prior to returning to regular duties, an employee, who has been absent due to a work related injury must produce a Doctor's statement confirming he/she is fit to return to his/her regular duties.

ARTICLE XXV
SAFETY AND HEALTH

- 25.01 The Company will make reasonable provisions for the safety and health of employees at its plant. The Company and employees shall comply with all applicable Federal and Provincial Health and Safety legislation and regulations.
- 25.02 Employees are to comply with all safety rules and to cooperate with management in enforcing safety measures.
- 25.03 Suggestions as to protection against injury will be welcomed by the Company from its employees. A Joint Health and Safety Committee shall be established which is composed of a maximum of six (6) hourly and six (6) salaried members. The Health and Safety Committee shall hold regular monthly meetings to identify hazardous situations and make recommendations to the Company on Health and Safety issues. Minutes shall be taken at all meetings and copies shall be made available to all Committee members and the Union President and posted on the Health and Safety bulletin board. The Health and Safety Committee shall monthly review all lost time accidents, medical aid claims and near misses to determine causes and propose methods of reducing the number of accidents and medical aid claims.

- 25.04 The Team Leader in each department will arrange to provide such safety equipment for employees as has been determined necessary. Employees must wear and/or use such equipment as is provided for their jobs. Should such safety equipment, as furnished by the Company, wear out, it shall be replaced by the Company provided the worn-out item is returned to departmental supervision.
- 25.05 Any employee who is injured on the job so seriously that the physician determines the employee cannot return to work the same day shall be paid their base rate including shift premiums and overtime or other penalty payments only for the time lost from their scheduled shift that day as a result of such injury.
- a. The proper documentation will be generated and forwarded within seventy-two (72) hours by the Company, to ensure expediency in the injured employee's ability to receive their benefits.
- 25.06 Employees must report all work injuries as soon as possible to First Aid giving all details concerning the injury.
- 25.07 The Company shall provide the Union President or designate with copies of WSIB Form 7's.
- 25.08 The Company shall provide information, instruction and supervision to employees to protect their health and safety.
- 25.09 Health and Safety grievances will be processed beginning with Step 3 of the grievance procedure.
- 25.10 **Subsequent Medical Treatment**
The Company will assume the responsibility of scheduling all subsequent medical treatment required by an employee who has incurred an on-the-job injury as follows:
- a. All subsequent medical treatment will be scheduled, if possible, when the employee is scheduled to work.
- b. If an appointment can be scheduled as in (1) above, the Company will pay the difference in the employee's base rate and what the Workers' Safety Insurance Board pays for the time lost that day as a result of the medical treatment.

ARTICLE XXVI
PERSONAL CLOTHING AND TOOLS

- 26.01 Employees shall be expected to provide proper work clothing as required by their job and to launder and maintain same.
- 26.02 Effective with the date of ratification, the annual safety shoe(s)/boot(s) allowance shall be up to a maximum of one hundred and twenty five dollars (\$125) and will be paid with a proof of purchase.
- 26.03 **Company Furnished Clothing and Safety Shoes.**

The Company will provide no more than fourteen (14) pairs of coveralls on a lend-lease basis for use by employees performing the following jobs:

- (1) Sun-Line Cleaning
- (2) Sun-Line Set-up
- (3) Press Bend 2 Cleaning
- (4) Cleaning Racks
- (5) Bending Set-up (CBS)
- (6) Light-up Benders
- (7) Bending Furnace Cleaning

- a. If the Autoclave and Sunline Setup operations require safety footwear to be replaced on a more frequent basis, such requests will be reviewed by the EHS Manager or designate.

ARTICLE XXVII **BULLETIN BOARDS**

- 27.01 Employees are expected to watch the bulletin boards and TV's for notices, announcements, and other information.
- 27.02 The Company will provide the Union with four (4) bulletin boards for the posting of notices to its members.

ARTICLE XXVIII **BEREAVEMENT PAY**

- 28.01 Employees who are on the current payroll and are either working or on vacation at the time a death occurs in their immediate family (meaning their father or stepfather, mother or stepmother, father-in-law, mother-in-law, spouse, son, daughter, brother, sister, grandparents, stepson or stepdaughter, grandchildren) shall, effective date of ratification be given a payment of three hundred fifty dollars (\$350). Such payment shall not be included in any computation of premium pay, overtime, holiday pay, shift premium or other penalty premiums. Up to 3 days unpaid days leave will be provided to an Employee in the event of a death of an Employees Aunt/Uncle.

ARTICLE XXIX **JURY DUTY**

- 29.01 When employees are summoned for jury duty, they shall be compensated for the hours they would normally have worked on the day or days they are on jury duty, in accordance with the following formula: the Company will pay such employees an amount equal to the number of hours which they would otherwise have been regularly scheduled to work multiplied by their regular base rate, excluding any premiums, overtime, or other penalty premiums, but shall deduct from such amount any court fee received by the employees for such jury duty. If the employees work on all or any part of a day in which they are engaged in jury duty, they shall not receive any compensation under this section for hours actually worked nor will the court fee be offset against earnings for such hours worked.

- 29.02 To be eligible for such payment, employees must furnish the Payroll Department with a written statement from the appropriate public official listing the dates and the amount received for jury duty.

ARTICLE XXX
EXHIBITS

- 30.01 Attached to and forming part of this Agreement are the following Exhibits:

- Exhibit A - Shift Schedule
- Exhibit B - Hourly Base Rate Structure
- Exhibit C - Cost of Living Allowance
- Exhibit D - Maintenance Agreements
- Exhibit E - Mold Shop Agreements
- Exhibit F - Selection of First Operators
- Exhibit G - Breakdown Agreement
- Exhibit H - Union Program Support Position
- Exhibit I - First Operators and Set Up Starting Times
- Exhibit J - Hours of Work and Payment of Union President
- Exhibit K - Benefits and Pension Committee
- Exhibit L - Training
- Exhibit M - Application and Modification of Agreement
- Exhibit N - Value-Added Agreement
- Exhibit O - 10-Hour Shift

- 30.02 Attached to and forming part of this Agreement are the following supplemental agreements and Letter of Understanding:

- a. Supplemental Agreement 1 - Group Insurance Coverage
- b. Supplemental Agreement 2 - Pension Plan
- c. Supplemental Agreement 3 – Security
- d. Supplemental Agreement 4 – Closure
- e. Letter of Understanding – Management Union Discussion

ARTICLE XXXI
SAVING PROVISION

- 31.01 In the event that any of the provisions of the new Collective Agreement are in conflict with any valid and applicable Federal or Provincial law or regulation now existing or hereinafter enacted, it is agreed that such law or regulation shall supersede the conflicting provision without in any way affecting the remainder of the Collective Agreement.

ARTICLE XXXII
TERMINATION

- 32.01 The foregoing constitutes an agreement between the Company and the Union. This Agreement is to become effective as of February 1, 2016 and shall continue in full force and effect until 11:59 p.m., on January 31, 2020 and shall continue in force from year to year thereafter until terminated, provided as follows:

- a. Either party desiring to discontinue, renew or amend this Agreement may give notice in writing to the other party of its intentions at least thirty (30) days, but not more than ninety (90) days prior to its above-stated expiry date.
- b. If notice of the intention to discontinue, renew or amend is given by either party pursuant to the provisions of the preceding section, negotiations shall commence not later than fifteen (15) days after such notice or as soon thereafter as it is mutually agreed by the parties. It is further agreed that proposed changes or new agreements shall be presented not later than the first day of the negotiations by the party serving notice.
- c. If pursuant to such negotiations, an Agreement is not reached on a renewed or amended Agreement prior to the expiration date, the Agreement shall continue in effect in accordance with the terms of the Ontario Labour Relations Act.

EXHIBIT A SHIFT SCHEDULES

Schedules	Hours of Work	Days of the Week							Days of the Week							Days of the Week							Days of the Week															
		S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S									
Schedule No. 1	7:30am-3:30pm		1	1	1	1	1																															
Schedule No. 2	7:30am-3:30pm 3:30pm-11:30pm		1	1	1	1	1			2	2	2	2	2																								
Schedule No. 3	3:30pm-11:30pm 11:30pm-7:30am		1	1	1	1	1			2	2	2	2	2																								
Schedule No. 4	11:30pm-7:30am 7:30am-3:30pm		1	1	1	1	1			2	2	2	2	2																								
Schedule No. 5	11:30pm-7:30am 7:30am-3:30pm 3:30pm-11:30pm		1	1	1	1	1			2	2	2	2	2			3	3	3	3	3			1	1	1	1	1			2	2	2	2	2			
Schedule No. 6	7:30am-7:30pm 7:30pm-7:30am	B	C	C	B	B	C	C	C	D	D	C	C	D	D	D	A	A	D	D	A	A	A	B	B	A	A	B	B	A	D	D	C	C	D	D		
Schedule No. 7	7:30am-7:30pm	K	M	M	K	K	M	M	M	K	K	M	M	K	K	K	M	M	K	K	M	M	M	K	K	M	M	K	K									
Schedule No. 8	7:30am-7:30pm 7:30pm-7:30am		C	C	B	B	C	C		D	D	C	C	D	D		A	A	D	D	A	A		B	B	A	A	B	B		C	C	B	B	C	C		
Schedule No. 9	7:30am-3:30pm 3:30pm-1:30am		4	4	4	4	4			5	5	5	5	5																								
Schedule No. 10	7:30am - 5:30pm		6	6	6	6																																

Notes: On the two shift operation, the default shift will be "schedule 2". The Company will advise employees one week prior to scheduling them to "schedule 3" or "schedule 4". Duration of this change will not extend for more than two (2) weeks, whereupon the employees will return to "schedule 2".
Schedule 8 will be used in response to reduced volumes.

MAINTENANCE DEPARTMENT WORK SCHEDULES

M # 1 Corresponds to the Production Schedule Exhibit "A" #5, M # 2. Corresponds to the Production Schedule Exhibit "A" #6

M # 3 Corresponds to the Production Schedule Exhibit "A" #1, M # 4 Weekend Shifts (32 hours worked paid as 40 hours):

8 hours Friday paid at straight time, 12 hours Saturday paid at straight time, 12 hours Sunday paid at straight time

32 hour schedule will be paid as equivalent to 40 hours. However, overtime will only be paid after actually working forty (40) hours in a pay week.

See Letter of Understanding for details regarding Schedule No 9

EXHIBIT B
Pilkington Glass of Canada Ltd. Collingwood Plant
Hourly Base Rate Structure
Employees hired on or BEFORE March 31, 2014
Incumbent Rates

	Current	Effective Feb. 1, 2016	Effective Feb. 1, 2017	Effective Feb. 1, 2018	Effective Feb. 1, 2019
Manufacturing Dept.					
First Operator	\$23.89	\$24.44	\$25.00	\$25.46	\$25.93
Manufacturing Technician	\$21.89	\$22.44	\$23.00	\$23.46	\$23.93
Materials Dept.					
First Operator	\$23.89	\$24.44	\$25.00	\$25.46	\$25.93
Material Handler	\$21.89	\$22.44	\$23.00	\$23.46	\$23.93
Quality Dept.					
First Operator	\$23.89	\$24.44	\$25.00	\$25.46	\$25.93
Quality Technician	\$21.89	\$22.44	\$23.00	\$23.46	\$23.93
Stores/First Aid Dept.					
First Operator	\$23.89	\$24.44	\$25.00	\$25.46	\$25.93
Stores Technician	\$21.89	\$22.44	\$23.00	\$23.46	\$23.93
Mold Shop Dept.					
First Operator	\$25.16	\$25.74	\$26.33	\$26.82	\$27.32
Mold Repair –A	\$23.16	\$23.74	\$24.33	\$24.82	\$25.32
Mold Repair –B	\$22.06	\$22.61	\$23.18	\$23.64	\$24.11
Mold Repair –Utility	\$21.83	\$22.38	\$22.94	\$23.39	\$23.86
Maintenance Dept.					
First Operator (2 Lic.)	\$30.39	\$31.10	\$31.83	\$32.42	\$33.03
First Operator (1 Lic.)	\$29.39	\$30.07	\$30.78	\$31.35	\$31.94
General Maintenance (2 Lic.)	\$28.39	\$29.10	\$29.83	\$30.42	\$31.03
General Maintenance (1 Lic.)	\$27.39	\$28.07	\$28.78	\$29.35	\$29.94
General Maintenance	\$26.89	\$27.56	\$28.25	\$28.82	\$29.39
Maintenance - A	\$25.69	\$26.33	\$26.99	\$27.53	\$28.08
Maintenance – B	\$25.47	\$26.11	\$26.76	\$27.29	\$27.84
Maintenance – C	\$25.06	\$25.69	\$26.33	\$26.86	\$27.39
Maintenance – D	\$25.00	\$25.63	\$26.27	\$26.79	\$27.33
Maintenance – E	\$24.89	\$25.51	\$26.15	\$26.67	\$27.21

EXHIBIT B
Pilkington Glass of Canada Ltd. Collingwood Plant
Hourly Base Rate Structure
Employees hired on or AFTER March 31, 2014
Progressive Rates

Years of Service	Rate
Start	\$15.00
Probation Completed	\$15.25
1 Year	\$15.50
2 Years	\$16.00
3 Years	\$16.50
4 Years	\$17.00
5 Years	\$18.00
6 Years	\$19.00
7 Years	\$20.00
8 Years	\$21.00
9 Years	\$22.00
10 Years	\$23.00
11 Years	\$23.93

Value Added

Starting base rate	\$12.00 per hour
After probation	\$12.50 per hour
After 12 months of employment	\$12.75 per hour
After 24 months of employment	\$13.25 per hour
After 36 months of employment	\$14.00 per hour
First Operator	Base rate +\$2.00

Production wages for Employees hired on or after February 1, 2007

Such employees will be required to pay 20% of the actual health care costs once they become eligible for that benefit. Upon their sixth year anniversary with the company their health care premiums will be the same as those employees hired prior to February 1, 2007.

EXHIBIT C
COST-OF-LIVING ALLOWANCE

The Cost-of-Living shall be determined in accordance with the changes in the consumer Price Index for Canada, publish by Statistics Canada with a base of 1986 = 100.

On February 1, 2016, the average Consumer Price Index for the twelve calendar months of 2015 shall be measured against the average Consumer Price Index for the twelve calendar months of 2014. The change in the two average Consumer Price Indexes shall be converted to a percentage of increase in the inflation rate (that is, 2015 over 2014.) If this increase equals or exceeds four and one-half percent (4-1/2%), then a lump-sum payment shall be made to all employees on the active payroll on February 1, 2016, who are either working or on vacation on that date, in the following amounts:

Inflation Rate Increase	Lump-Sum Payment Per Employee
At least 4.5%, but less than 5.5%	\$140
At least 5.5%, but less than 6.5%	\$280
At least 6.5%, but less than 7.5%	\$420
At least 7.5%, but less than 8.5%	\$560
At least 8.5%, but less than 9.5%	\$700
9.5% and over	\$840

On February 1, 2017, the average Consumer Price Index for the twelve calendar months of 2016 shall be measured against the average Consumer Price Index for the twelve calendar months of 2015. The change in the two average Consumer Price Indexes shall be converted to a percentage of increase in the inflation rate (that is, 2016 over 2015) If this increase equals or exceeds four and one-half percent (4-1/2%), then a lump-sum payment shall be made to all working employees on the active payroll on February 1, 2017, according to the Cost of Living chart shown above.

On February 1, 2018 the average Consumer Price Index for the twelve calendar months of 2017 shall be measured against the average Consumer Price Index for the twelve calendar months of 2016. The change in the two average Consumer Price Indexes shall be converted to a percentage of increase in the inflation rate (that is, 2017 over 2016) If this increase equals or exceeds four and one-half percent (4-1/2%), then a lump-sum payment shall be made to all working employees on the active payroll on February 1, 2018, according to the Cost-of-Living chart shown above.

On February 1, 2019 the average Consumer Price Index for the twelve calendar months of 2018 shall be measured against the average Consumer Price Index for the twelve calendar months of 2017. The change in the two average Consumer Price Indexes shall be converted to a percentage of increase in the inflation rate (that is, 2018 over 2017) If this increase equals or exceeds four and one-half percent (4-1/2%), then a lump-sum payment shall be made to all working employees on the active payroll on February 1, 2019, according to the Cost-of-Living chart shown above.

EXHIBIT D
MAINTENANCE DEPARTMENT AGREEMENTS

1. Maintenance Outside Contracting Procedure

From time to time it may be necessary to contract out certain projects. The reasons for this will be capital, skills, insufficient equipment and time. In cases where an outside contract is necessary, an Outside Contracting Notification Form will be provided to the

union. The following information will be recorded on or attached to the Outside Contracting Notification Form:

- (1) Weekly maintenance department overtime requirements and sign-up sheets
 - (2) Scope of the project
 - (3) Insufficient maintenance skills or specialized equipment requirements
- a. The following will be the process to identify if a project is an "in-house" or "outside" project.
- (1) The company will determine the manpower and skill requirements for each project prior to commencement of the work.
 - (2) The company will attempt to fulfill manpower and skill requirements using maintenance department employees.
 - (3) Maintenance employees will be utilized to complete regular maintenance work prior to being assigned to project work. If manpower requirements can be met 100% utilizing maintenance department employees, the project will be considered as an in-house project.
 - (4) Emergency situations are exceptions to the above, due to critical timing situations. The company will advise the Union at the earliest time interval which is reasonable under the circumstances.

2. Maintenance Apprenticeships

A plant-wide bid will be posted for each trade apprenticeship vacancy, The minimum requirements for each trade apprenticeship shall be shown on the bid posting.

- a. All candidates shall show proof of the minimum requirements as set out by the Ministry of Skills Development at the time of their aptitude test. Failure to show proof of minimum requirements means the candidate will not be considered for the apprenticeship.
- b. All candidates shall take an aptitude test as agreed to by the Company and the Union. The aptitude test will be arranged by a recognized institution.
- c. The aptitude tests will be scheduled when the candidates are off shift. Candidates will not receive any pay for the time spent to take the test. The cost of such test will be paid for by the Company.
- d. Candidates will be informed of the time and place of the test in writing.
- e. Failure to show at the time and place of the test will disqualify the candidate from the apprenticeship program.
- f. The plant-wide bid will be filled by the successful candidate with the highest score.
- g. An apprentice starting rate will be based on the amount of hours needed to complete their apprenticeship.
 - 1) An apprentice on a five year or 10,000 hour program will start at Maintenance "E" rate.
 - 2) 4 years or 8,000 hours will start at Maintenance "D" rate.
 - 3) 3 years or 6,000 hours will start at maintenance "C" rate.
 - 4) 2 years or 4,000 hours will start at maintenance "B" rate.
 - 5) 1 year or 2,000 hours will start at maintenance "A" rate

- h. Start rate will be based on the number of hours one must work as an apprentice, as set by the Ministry of Skills and Development.
- i. An apprentice will not receive general maintenance rate until they have passed and received a recognized journeyman's license.
- j. Apprentices will receive a pay increase to the next rate as set by the Ministry of Skills and Development. All apprentices will be given a copy of how the pay increases will be administered by the Company.
- k. If an apprentice does not pass their final set of tests for their license, they will be disqualified by the Company and returned to the Common Labour Pool with no maintenance seniority rights and no seniority rights in their former department.
- l. An apprentice may be disqualified if they do not perform the duties of the classification to the satisfaction of the Company.
 - (1) 1st step — verbal warning
 - (2) 2nd step — written warning
 - (3) 3rd step — disqualification

The Union will be advised in writing as to why the employee was given a warning.

3. Maintenance Apprenticeship Board

An Apprenticeship Board will be set-up with one (1) Electrician and one (1) Millwright from the Union and two (2) people from the Company. This Board will review each apprentice at each stage of the apprenticeship program to make sure that he/she is receiving the proper training as outlined by the Ministry of Skills and Trades. The Board will file a written report to the Union and Company every six (6) months.

4. Maintenance Promotion Schedule

General Maintenance:

- Maintenance — A
- Maintenance — B
- Maintenance — C
- Maintenance — D
- Maintenance — E

5. Maintenance Vacations

Vacations in the Maintenance Department will be scheduled separately from all other departments in the plant and in accordance with Article 21.05.

- a. Two (2) maintenance employees per crew will be allowed to be on vacation at the same time (both cannot be electricians).

6. Maintenance Overtime

Upon ratification of the Agreement, maintenance overtime will be handled as referenced in Article 19.01.

General

When the Company determines that a maintenance employee has a special skill for a particular job, more so than other employees, the Company may offer that employee overtime in that particular trade to do that particular job assignment regardless of the overtime worked by the employee to date.

7. Maintenance Tool Allowance

Skilled employees who require hand tools in performance of their duties shall provide their own tools as specified by the Maintenance Team Leader and shall be responsible for care, maintenance and replacement of same.

- a. Each maintenance skilled trade employee shall be granted an annual tool allowance of one hundred and seventy-five (\$175.00) for each year of the contract.
- b. Special purpose tools and equipment shall be furnished by the Company.

8. Maintenance Skill Proficiency

Maintenance employees will be required to complete a demonstration of skill proficiency applicable to their position. An employee who is not able to demonstrate proficiency will be given further training.

EXHIBIT E **MOLD SHOP AGREEMENT**

1. Vacancies and Demotions

Permanent vacancies will be filled by plant-wide bid. The minimum requirements are successful completion of grade 12 education and receiving the highest successful score on the associated Aptitude Test(s) utilized. Mold Shop Back Up positions are also subject to same testing.

In a period of not less than four hundred eighty (480) hours worked and not more than six hundred (600) hours worked, each employee classified below Mold Repair "A" will be interviewed by a Company supervisor, in the presence of a designated Union representative, and the employee's employment record will be reviewed. During this interview, the employee will be informed of any promotion, demotion or retention in the employee's present classification and the reasons for such action.

2. Mold Shop Promotion Schedule

Mold Shop Repair – A
Mold Shop Repair – B
Mold Shop Repair - Utility

3. Mold Shop Tool Allowance

Skilled employees who require hand tools in performance of their duties shall provide their own tools as specified by the Mold Shop Supervisor and shall be responsible for care, maintenance and replacement of same.

- a. Each mold shop employee shall be granted an annual tool allowance of one hundred and seventy-five dollars (\$175) in each contract year, to be paid in the first full pay period in February of each year and the tool allowance will be included in the regular payroll-

- b. Special purpose tools and equipment shall be furnished by the Company.

EXHIBIT F
SELECTION OF FIRST OPERATORS

1. Plant management has the right to select hourly first operators according to their ability and qualifications from within the department in which they will be assigned to function as hourly first operators.
 - a. If no employee is selected for the first operator position the company will be able to select a first operator from outside the department. It is also understood that an employee from outside the department will accumulate department seniority from the first day in the new department according to Article 10.08. The company will provide written reason(s) (to the employee and union) as to why an employee would be declined the opportunity to become a first operator.
2. Plant management will select back-up hourly first operators in which they will function as replacements to the hourly first operators. They will be used to cover overtime, when necessary, or to fill-in for hourly first operators who are absent from work as a result of daily absence, vacation, or leave of absence. The back-up first operators shall be evaluated by plant management on an on-going basis. Employees interested in Back Up First Operator position who were not selected will be provided with the reason(s) (to the employee and union) as to why they were not selected in writing.
3. Procedure for filling vacation and/or leave of absence of hourly first operators:
 - a. Promote back-up first operator
 - b. Promote in accordance with Article 12.04
 - c. Fill remaining vacancies in accordance with Article XIX.
4. Procedure for filling daily absences of the hourly first operators:
 - a. Promote back-up first operator. If promotion of back-up first operator creates overtime in the department then the overtime in the first operator position will be first offered to the first operator on shift in that department/section by department seniority for the first four hours.
 - b. Promote in accordance with Article 12.04.
 - c. Fill remaining vacancies in accordance with Article XIX-
5. In the event first operators lose their job by management decision, they will be allowed to exercise their department seniority to wherever their department seniority will carry them.
6. The first operator may only disqualify themselves within the first sixty (60) days of accepting the job. In the event first operators disqualify themselves they will go back to their previous job.

EXHIBIT G
BREAKDOWN AGREEMENT

In the event of a breakdown which causes a full or partial cessation of operations in a department or section, Pilkington (Collingwood, Ontario), and the United Steelworkers of America — AFL-CIO, CLC (Local 252G), agree that the following procedure may be utilized:

Notification

1. When a breakdown occurs, employees may be either sent home or reassigned other work by department seniority and will be paid for the balance of their shift.
2. If it is determined that repairs cannot be completed in time for the next shift, management shall notify the plant attendants, so that they can stop the incoming shift employees. These employees will be paid two hours at their base rate.

Work Schedule

1. If the extent of the breakdown is such that only certain departments are operational, then the Company will be allowed to operate these departments with the employees who are normally scheduled in these departments.
2. If employees are required to work in a department which is curtailed by the breakdown, the Company will be allowed to utilize the employees who are normally scheduled in the department by department seniority by shift.
3. The Company may utilize the above procedure for a period of not greater than twenty-four (24) hours (per occurrence), at which time the normal layoff procedure must be implemented.

EXHIBIT H
UNION PROGRAM SUPPORT POSITION

The Company understands the Union's request for further assistance in their day-to-day activities. The Union understands the Company's requirements to control costs in all areas.

In recognition, the Company agrees to one position, selected by the Union President. This position will assist with assigned duties such as audits, inspections, writing SOP's and training.

It is understood the position would be scheduled straight day shift, and the selected employee will maintain their current rate of pay and department seniority. This position will not be backfilled for vacations.

Any hours above eight (8) hours in a workday or forty (40) hours in a work week will be paid as per the Collective Agreement.

EXHIBIT I
FIRST OPERATORS STARTING TIMES

The Company and Union recognize that for the effective and efficient operations of the departments, First Operators may be required by their Team Leader to begin work up to one-

half hour prior to the scheduled start of their shift. They will be paid as per the Collective Agreement.

EXHIBIT J
HOURS OF WORK AND PAYMENT OF LOCAL UNION PRESIDENT

The following constitutes an agreement between the Company and the Union:

- a. Effective with the next election, the local President shall only be paid by the Company the equivalent of forty-five (45) hours of straight time pay per week. The rate of pay will be in accordance with the employee's current rate of pay, or the average wage of the plant, whichever is greater at the time the President commences his term.
- b. Union activities, such as elections, Local Grievance/Bargaining Committee meetings, Executive meetings, monthly membership meetings and negotiations are not paid for by the Company.
- c. This Agreement is strictly for the office of the Local Union President, or in the Local Union President's absence, the acting union president.
- d. Any hours above eight (8) in a workday or forty (40) hours in a work week will be paid as per the Collective Agreement.
- e. It is understood the local Union President will follow the plants normal schedule. However, if a minimum of one hundred (100) employees are working during any shutdown period, then the local Union President will be scheduled and paid by the Company.

EXHIBIT K
BENEFITS AND PENSION COMMITTEE

The Company agrees with the Union to establish a Benefits and Pension Committee to meet at least annually to:

1. Discuss the operation of the insurance and pension benefit programs;
2. Review life insurance; accidental death & dismemberment insurance; group hospital, medical and prescription drug; short term disability; dental and pension plan costs;
3. Review utilization of plan benefits;
4. Review the continued effectiveness of the programs;
5. Review any Health and Accident Insurance Claim appeal prior to a claim being subject to Article VI of the Grievance Procedure; and
6. Carry out its duties as specified in the Pension Agreement.

The Committee will also assist with the education of plan participants concerning utilization of plan benefits in the most effective and efficient manner.

The committee will consist of four (4) regular members. The regular members of the committee shall be as follows:

1. Local Union President or designate
2. One other employee designated by the Local Union President

3. Human Resources Manager or designate
4. Company Senior Manager of Benefits or designate

EXHIBIT L
TRAINING REQUIREMENTS

1. Where new or greater skills are required than are already possessed by affected employees under the present methods of operations, such employees shall, at the expense of the employer, be given a training period during which they may acquire the skills necessitated by the new method of operation.
2. The company will provide training opportunities for employees and this training will be sufficient and adequate to meet the needs of the Employee and Employer.
3. Training will be provided for the following:
 - a. Any new employee
 - b. Any employee who moves from one position to another or who is assigned to duties requiring new knowledge
 - c. Any employee who moves from one class of employment to another
 - d. All Maintenance Employees in the same Trade.
4. The employer will advise the Union in writing once a year, of the areas of training including any changes thereof. (July 01, 1998 and every year thereafter).
5. The training provided for in this Exhibit will be given during the employees normal hours of work or have volunteered before or after their shift or on their days off and any time devoted to training during their hours shall be considered as time worked.
6. No employee will have their shift changed for training without the employee's approval. To facilitate training "on shift" any employee may be moved to the day shift with two weeks notice. Such move shall not exceed two (2) consecutive weeks.
7. In cooperation with the Union the Company agrees to utilize outside Training programs and Instructors where applicable.
8. For the purpose of this agreement "Training" means any theoretical and/or practical training given by the company with a view to enable the employees to perform effectively a function, a duty, or a set of functions.
9. The Trainer position will be established to assist with the development of employees. The Trainer will be selected by the Company based on their knowledge, skills and abilities from a sign up sheet. The Trainer will be paid \$1.50/hr above their base wage rate. The Company has the right to determine the number of Trainers needed to support the plant. The same disqualification language from Exhibit F will apply to the Trainer position. If non First Operator trains a First Operator they will be paid \$2/hour.

EXHIBIT M
APPLICATION AND MODIFICATION OF AGREEMENT

Because of the fact that within the Collingwood Plant there are currently significant operational activities that will ultimately impact how the workplace will operate. It is recognized that many of the new operations may not be fully developed. It is understood that there will likely be many issues or points of contention that will surface, which are not now foreseen by either party. Much like the workplace of the future, this Agreement must therefore remain flexible enough to accommodate those issues into the future.

As a consequence of the forgoing, either party may request discussion to consider modification of or addition to this agreement. It is agreed that neither party will unreasonably withhold agreement to enter into such discussion and will participate in such discussion in good faith.

EXHIBIT N
VALUE-ADDED AGREEMENT

The future investment and security for its employees in each operation will be based on each operation's ability to make significant improvements in yield, quality and cost performance. Therefore it is agreed:

1. This Supplemental Agreement is a supplement to and a part of the General Collective Agreement between the parties effective February 1, 2007 and shall be applicable to the Company's Collingwood, Ontario plant.
2. It is agreed that for the purposes of the Value-Added Operation this will be a separate department within the plant with its own hourly base rate schedule and department seniority list. It is further agreed there is only one classification of employee in this department referred to as Production Employee.
3. First Operators will be paid \$2.00 per hour more than the maximum rate for a Production employee in this department.
4. Employees laid off from non-Value Added departments where the duration of the layoff is expected to be longer than seven (7) days will have the option based on their seniority to displace less senior employees in the department at the appropriate hourly base rate of pay, or accept a lay-off.
5. Should an opening become available in the Manufacturing Department for a full week, an employee who has bumped into the Value Added Department will have the option to use their plant seniority to move into the department for that week.
6. Should there be a need for daily coverage those employees with higher seniority will be asked to work in the Manufacturing Department first and then to Value Added.
7. Laid off employees recalled to an opening in the Value Added department will have the option to accept the position or remain on lay-off. Laid off employees who have elected to remain on layoff and who subsequently wish to return to work may only do so when a vacancy occurs and will not be allowed to displace an employee in the department.

8. Laid off employees will be recalled in the reverse order of layoff.
9. Hourly Base Rates for Production Employees (see EXHIBIT B)
10. Seniority, Benefits and Overtime Administration: Employees who work in the in the Value Added Department will be subject to the same terms and conditions as outlined in the Collective Agreement for employees hired after February 1, 2007. Employees who were hired prior to February 1, 2007 will not be required to pay any benefits costs but will be subject to the same overtime rules for those hired after February 1, 2007.
11. Employees who were assigned to this department prior to the effective date of this agreement will remain at the current rate of pay for their classification as First Operator or Manufacturing Technician.
12. The Company agrees that the Value Added operation shall not count in the minimum staffing level requirement of one hundred and twenty-five (125) employees during the term of this agreement as provided under Supplemental Agreement 3.
13. New employees hired for these value added positions shall serve a probationary period of six hundred (600) hours.

EXHIBIT O
10 HOUR SHIFT

Day shift would remain as pre the format in the Collective Agreement; specifically one 8-hour shift per day, Monday through Friday, starting at 7:30am and finishing at 3:30pm.

The afternoon shift would consist of a 10 hour shift Monday through Thursday. This shift would commence at 3:30pm and end at 1:30am the following morning. Example: An employee would start their regular afternoon shift on Monday at 3:30pm. Instead of leaving at 11:30pm, the employee works through to 1:30am Tuesday morning. The final afternoon shift would end at 1:30am Friday morning. The final shift of the week would be the day shift on Friday, ending at 3:30pm

It is agreed that the overtime procedure for the two hours worked after Midnight is waived. All ten hour shifts worked as per Schedule 9 of Exhibit B are paid at straight time for employees scheduled. Any employees being held over will be paid in accordance with article 18.02. Call ins for this shift will be handled as per the Collective Agreement

Employees working this shift will be paid the applicable afternoon shift rate of shift premium.

NOTE: Transfers from another area will be done as per Collective Agreement. Employees who are transferred from an area outside the proposal from a five-day schedule to cover openings on this afternoon shift must be asked to stay the two hours after midnight. These employees will be paid premium pay (1 ½ times hourly rate) for these two hours.

Memorandum of settlement between:

PILKINGTON GLASS OF CANADA, LIMITED

Hereinafter referred to as "the Company"

- and -

UNITED STEELWORKERS OF AMERICA and its Local 252G

Hereinafter referred to as "the Union"

1. The parties herein agree to the terms of this memorandum as constituting full settlement of all matters in dispute.
2. The undersigned representatives of the Union do hereby agree to recommend complete acceptance of all the terms of this memorandum to their respective membership.
3. The parties herein agree that the term of the collective agreement shall include the terms of the previous collective agreement shall be from 01 February 2016 to 31 January 2020.
4. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which expired on 31 January, 2016 and the following amendments are incorporated:
 - (a) All matters previously settled and agreed to by the parties prior to the date of this Memorandum of Settlement.
 - (b) All matters agreed to in the attached document.

Signed and accepted this 28th day of February, 2016 in Collingwood, ON.

For the Employer

For the Union

Spencer D. Harris
John C. Plenzler
Brian J. Hammond
Tracy L. Brown

Sean Logan
Eammon Paterson
Rob Osburn
Bill Scott
Mike Armstrong
John Stevens

SUPPLEMENTAL AGREEMENT 1
GROUP INSURANCE COVERAGE

Pilkington Glass of Canada Limited, located at Collingwood Ontario (hereafter referred to as the "Company") and the United Steel, Paper and Forestry, Rubber Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC ("United Steelworkers" or "USW") and Local 252G (hereinafter collectively referred to as the "Union") hereby agree as follows.

1. This Supplemental Agreement is a supplement to and a part of the General Collective Agreement between the parties, effective February 1, 2013.
2. All Group Insurance coverage described in this agreement will terminate as of the end of the month of an employee's termination from active employment, except for Continued Coverage as noted in sections 2.a. through 2.c. below, or as noted under the specific benefit section.
 - a. In the event an employee is laid off, all Group Insurance shall be continued in the amount that was in-force at the time of lay-off up to the end of the third month following the month in which the employee's layoff begins;
 - b. In the event an employee is on leave of absence, all Group Insurance shall be continued in the amount that was in-force at the time of leave of absence up to the end of the sixth month following the month in which the employee's leave of absence begins; or
 - c. In the event an employee is absent from active employment as a result of Short Term Disability, all Group Insurance coverage (with the exception of Life Insurance coverage) will be continued in the amount or type that was in-force at the time the Short Term Disability began for up to six (6) calendar months following the month in which the Short Term Disability begins. Life Insurance coverage (but not Accidental Death and Dismemberment) will continue in the amount that was in-force at the time the Short Term Disability began until the earlier of termination of employment or age 65.

3. GROUP LIFE INSURANCE

- a. Full-time employees who have completed six hundred (600) hours of work and are classified as regular full-time employees will be provided group life insurance coverage, subject to the terms of the life insurance program of the Company, as shown in the following table.

Effective Date	Amount of Coverage
Date of ratification	\$39,000

- b. Except as specified in Section 2 above, employees who are not actively at work on the date they would otherwise become insured for group life insurance shall not become insured until they return to active work.

- c. Effective February 1, 1994, employees who are at least age 55 and have ten (10) or more years of continuous service and retire on Company pension or under the Canada Pension Plan will be provided with five thousand dollars (\$5,000) of group life insurance coverage
- d. If group life insurance coverage under this policy, or any amount of such insurance, ceases because of an employee's termination of employment, or termination of membership in the class or classes of employees eligible for insurance under this policy, the employee is entitled to be insured by the insurance carrier, without evidence of insurability, through an individual policy of life insurance without disability or other supplementary benefits, provided written application for the individual policy shall be made, and the first premium thereon paid, to the insurance carrier within thirty-one (31) days after such termination and provided further that:
 - (1) The individual policy shall be on any one of the forms that shall be selected by the employee from among the forms then customarily issued by the insurance carrier at the age and for the amount applied for;
 - (2) The individual policy shall be in the amount equal to or, at the option of the employee, an amount less than the amount of the employee's life insurance which ceases under this policy because of such terminations;
 - (3) The premiums payable under the individual policy shall be at the carrier's then customary rate applicable to the form and amount of the individual policy, to the class of risk to which the employee then belongs, and to the employee's age (nearest birthday) attained on the effective date of the individual policy; and
 - (4) Any individual policy issued under the terms of this section shall take effect at the end of the thirty-one (31) day period during which application for the individual policy may be made.
- e. If an employee ceases to be covered under the life insurance policy prior to attaining age 65, coverage may be converted to an individual life insurance policy without evidence of insurability.
 - (1) The policy will be issued in accordance with the applicable laws and guidelines in effect in Ontario.
 - (2) The amount converted must be at least equal to the minimum amount for which the insurance company will issue an individual policy for the plan of insurance chosen.
 - (3) The amount converted will not exceed \$200,000.
 - (4) The premium for the individual life insurance policy will be based on the insurance company's premium rate as of the effective date of the individual policy, according to the plan of insurance chosen, the amount of insurance converted and the employee's attained age.
 - (5) The employee must apply for the individual policy and pay the first premium within 31 days after ceasing to be covered under the group policy.

- (6) The individual policy will be effective 31 days after the group policy is terminated.
- f. If the employee dies within 31 days after ceasing to be covered under the group policy, a death benefit will be payable for the amount of life insurance that the employee would have been entitled to under the conversion privilege.
 - g. If the employee converts all or part of their life insurance coverage, the employee will not be eligible for further coverage under the group life insurance policy of the Company, unless that individual policy is cancelled.

4. ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

The Company will continue in effect the Accidental Death and Dismemberment Insurance for active employees only in an amount equal to the basic (Company paid) group life coverage, except as noted below and in Section 2 above.

- a. Accidental Death and Dismemberment Insurance is payable in the event of loss of life, limb or the entire and irrevocable loss of sight including losses resulting from occupational injuries.
- b. Benefits are payable only if loss results directly from injuries caused by an accident and loss occurs within 90 days after the accident.
- c. An amount equal to one-half (1/2) the basic group life insurance amount will be paid for loss of one hand, one foot or the sight of one eye. An amount equal to the basic group life insurance amount will be paid for loss of two or more such members (hand, foot or eye). In no case will more than an amount equal to the basic group life insurance be paid for all losses resulting from one accident.
- d. A loss is not covered if it results directly or indirectly from any of the following causes:
 - (1) Suicide or intentionally self-inflicted injury by firearm or otherwise, while sane or insane.
 - (2) Travel or flight in, descent from, or being exposed to any hazard incident with any kind of aircraft, if
 - (a) You are making the flight for the purpose of aeronautical instruction;
 - (b) You have any duties whatever in relation to the aircraft or flight therein;
 - (c) You are making the flight for purpose of parachute descent;
 - (d) You are a member of any armed forces and the aircraft is under the control or charter of such forces.
 - (3) The hostile action of any armed forces.
- e. Accidental Death and Dismemberment Insurance terminates upon retirement.

5. GROUP HOSPITAL, MEDICAL AND PRESCRIPTION DRUG BENEFITS

Effective February 1, 2001, a full-time employee who has completed six hundred (600) hours of work and is classified as a regular full-time employee (including eligible dependents) will be covered under the following hospital-medical and prescription drug programs:

- a. The Province of Ontario's statutory hospital and medical programs known as O.H.I.P., and
- b. The Extended Health Care Plan with the same benefits, limitations and deductibles in place shall be continued for eligible employees, except as modified below.
 - (1) The prescription drug program will require pharmacists to fill prescriptions using the Generic Drug Formulary with Substitution. Substitution means that if the member has medical information showing an adverse reaction to the generic, or if no generic is available, the Company Plan will pay for the cost of the brand name drug subject to any applicable deductible and co-insurance.
 - (2) Each prescription filled at a pharmacy with a brand name drug will incur a deductible of four dollars (\$4.00) and each prescription filled with a generic drug will incur a deductible of two dollars (\$2.00).
 - (3) The plan shall provide an allowance for prescription eye glasses. Effective date of ratification, the vision care benefit shall be \$250.00 every twenty-four (24) months.
 - (4) Coverage for private duty nursing shall be limited to a maximum of one hundred and twenty (120) shifts per calendar year.
 - (5) Co-insurance for Employees hired on and after February 1, 2007 for benefits provided under the Enhanced Healthcare Program will be twenty percent (20%).
- c. The Company will make the foregoing programs available to:
 - (1) an employee only, or
 - (2) an employee and that employee's spouse, or
 - (3) an employee, that employee's spouse and one or more dependents of that employee.

The term "dependents" is defined for purposes of this Agreement as in the Income Tax Act of Canada.
- d. The Company will pay the full cost of the Group Hospital, Medical and Prescription Drug Benefits for employees hired before February 1, 2007.
- e. Effective April 1, 2007, employees hired on or after February 1, 2007 will pay 20% of the cost of the Enhanced Healthcare Program as contributions through payroll deduction. Upon their sixth year anniversary with the Company, the health care contributions for employees hired on or after February 1, 2007 will be the same as those for employees hired before February 1, 2007.

Employee contributions will be for coverage during the related payroll period.

- f. Coverage shall be provided for employees in accordance with statutory requirements, with Company regulations, and with Section 2. above, and shall be subject to arrangements between the Company and the insurance carrier to provide such non-statutory benefits.
- g. Employees hired on or after February 1, 2007 who have Continued Coverage in accord with Section 2 will be required to pay the standard employee contribution called for in this contract for coverage. Failure to pay by the deadline specified by the plan administrator will be deemed a voluntary termination of group hospital, medical and prescription drug coverage.

6. SHORT TERM DISABILITY BENEFITS

A full-time employee who has completed six hundred (600) hours of work and is classified as a regular full-time employee will be eligible for Short Term Disability (STD) benefits. The Short Term Disability program of the Company provides benefits from the first day of accident, first day of hospitalisation (if hospitalised for a 24 hour period) and for the fourth day of illness.

The benefits will be as shown in the following table, effective for a maximum of 52 weeks:

	Effective Date	Weekly Benefit
For Employee's Hired PRIOR to March 31, 2014	Date of Ratification	\$375.00
	February 1, 2017	\$400.00
	February 1, 2018	\$425.00
	February 1, 2019	\$450.00
For Employee's hired on or AFTER March 31, 2014	Date of Ratification	\$340.00

7. DENTAL BENEFITS

- a. Effective date of ratification, a full-time employee who has completed six hundred hours (600) of work and is classified as a regular full-time employee will be covered (including eligible dependents) under the existing dental benefit plan.
- b. The Company will continue to provide this dental benefit plan at its expense with benefits and exclusions as provided in the current group contract, which provides certain diagnostic, preventive periodontal, endodontic and surgical services, based on the then current Ontario Dental Association Schedule of Fees for Dental Services provided by General Practitioners, except as noted in 7. c and d. below.

- c. The dental benefit plan includes coverage for removable prosthodontics (dentures) with a 50% co-payment and no maximum, subject to the conditions outlined in the contract.
- d. Coverage for the following dental procedures will be as follows:
 - (1) Examinations: Extended recall oral examinations will be covered once every six (6) months.
 - (2) Radiography: Posterior bitewing radiographs will be covered once every nine (9) months.
 - (3) Preventive Services: Prophylactics (cleanings), fluoride treatments and oral hygiene instruction will be covered once every six (6) months.

8. CLAIM DETERMINATION

The final determination of whether an insured employee qualifies for claim payments under Group Life insurance, Accidental Death and Dismemberment Insurance, the Group Hospital-Medical and Prescription Drug Plan, the Short Term Disability Program or the Dental Benefit Plan, shall be made by the respective carriers. Except for Short Term Disability Claims which arise exclusively after the date of ratification of this agreement, such determination may not be made the subject of a complaint under the General Labour Agreement and is not a proper matter for arbitration under such General Labour Agreement.

9. COMPLIANCE WITH LAW

It is intended that the Group Life insurance, Accidental Death and Dismemberment Insurance, Group Hospital-Medical and Prescription Drug Plan, Short Term Disability and Dental Benefit Plan as set forth in this Agreement shall comply with any law or laws pertaining to such programs. Should any law or laws provide for similar benefits, any amounts required to be paid by the Company as contributions, taxes or benefits thereunder shall reduce to that extent the amounts the Company shall be required to pay under this Agreement, and appropriate adjustments shall likewise be made in the benefits thereunder.

10. INSURANCE CARRIERS

The Company reserves the right at any time to place the programs provided for in this Supplemental Agreement with insurance carriers other than those now providing those coverages, provided the new carrier provides benefits equal to those in effect prior to the change in carriers.

Memorandum of settlement between:

PILKINGTON GLASS OF CANADA, LIMITED

Hereinafter referred to as "the Company"

- and -

UNITED STEELWORKERS OF AMERICA and its Local 252G

Hereinafter referred to as "the Union"

5. The parties herein agree to the terms of this memorandum as constituting full settlement of all matters in dispute.
6. The undersigned representatives of the Union do hereby agree to recommend complete acceptance of all the terms of this memorandum to their respective membership.
7. The parties herein agree that the term of the collective agreement shall include the terms of the previous collective agreement shall be from 01 February 2016 to 31 January 2020.
8. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which expired on 31 January, 2016 and the following amendments are incorporated:
 - (a) All matters previously settled and agreed to by the parties prior to the date of this Memorandum of Settlement.
 - (b) All matters agreed to in the attached document.

Signed and accepted this 28th day of February, 2016 in Collingwood, ON.

For the Employer

For the Union

Spencer D. Harris
John C. Plenzler
Brian J. Hammond
Tracy L. Brown

Sean Logan
Eammon Paterson
Rob Osburn
Bill Scott
Mike Armstrong
John Stevens

SUPPLEMENTAL AGREEMENT 2
PENSION PLAN

Pilkington Glass of Canada Ltd., located at Collingwood Ontario (hereafter referred to as the "Company") and the United Steel, Paper and Forestry, Rubber Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC ("United Steelworkers" or "USW") and Local 252G (hereinafter collectively referred to as the "Union") hereby agree as follows.

1. This Supplemental Agreement is a supplement to and a part of the General Collective Agreement between the parties, effective the date of ratification. This Supplemental Agreement details all employer and employee contributions, and any changes to the Pension Plan for hourly paid employees of Pilkington Glass of Canada Ltd. (the Plan), agreed to as part of the Collective Agreement. The official Plan document will be amended to incorporate changes listed in this Supplemental Agreement.
2. The Company's Base Contribution rate shall be as follows:

Years of Continuous Service	Contribution Rate Per Hour Worked
Less than 5	\$0.27
5 but less than 10	\$0.33
10 but less than 15	\$0.39
15 but less than 20	\$0.45
20 but less than 25	\$0.49
25 but less than 30	\$0.53
30 and over	\$0.58

Service will be calculated weekly and will be based on the employee's last hiring date with the Company. The applicable rate of contribution for a given period will be based on the continuous service attained as of the end of the previous pay period.

Hours of work for purposes of determining the Company's Contribution to the pension plan shall also include hours attributed to payments made by the Company for the following:

- a. Training Programs
- b. Seminars
- c. Company Meetings
- d. Grievance pay if such pay was for hours of work denied an employee.

3. Effective date of ratification, the Company shall contribute to the Plan as a Matching Company Contribution on behalf of each employee an amount equal to the following percent of the Employee's Contribution:

Employee's Contribution	Matching Contributions	Co.	Cumulative Match
1%	50%		.5%
2%	50%		1.0%
3%	50%		1.5%

4%	50%	2.0%
5%	50%	2.5%
6%	50%	3.0%
7% - 14%	0%	3.0%

4. An employee may elect to contribute each pay period to the Plan from 1% to 14% of the employee's earnings in increments of 1%. An employee on temporary absence or disability leave may elect to contribute as stated above during this period as required under the Worker's Compensation Act and the Employment Standards Act, respectively.
5. All Company and Employee Contributions are subject to Revenue Canada limitations. The current combined maximum amount allowed to be contributed to the Plan is 18% of earnings up to a maximum of \$20,000 each year. An annual test will be performed to monitor compliance with these Revenue Canada limits. If contributions to a employee's account exceeds the maximum limits, the excess Employee Contributions will be refunded from the Plan.
6. The Company will provide employee statements on a quarterly basis.
7. The Company will allow employees to change their contribution rate and investment direction on a quarterly basis. Employees may elect at any time to cancel completely their voluntary Employee Contributions.
8. The Company and the Union agree that during the term of the Collective Agreement, the Pension Plan shall only be amended to implement provisions agreed to between the Company and the Union or to comply with requirements of the Pension Commission of Ontario and Revenue Canada.
9. Eligibility
 - a. Each full-time employee hired on or after January 1, 1992 but before February 1, 2007 shall become a Member of the Plan on their date of hire.
 - b. Each employee hired on or after February 1, 2007 shall become a Member of the Plan upon completion of their probationary period.

SUPPLEMENTAL AGREEMENT 3
SECURITY

The Company and the union agree that the total staffing level at Collingwood shall not be reduced below one hundred and twenty five (125) employees for the term of this agreement. The parties agree that this commitment will not prohibit the Company from selling the plant.

SUPPLEMENTAL AGREEMENT 4
CLOSURE

In the event of a closure of the Collingwood plant, the Company and the Union agree to meet and negotiate a closure agreement regardless of the number of employees. This agreement will be in concert with the Employment Standards Act of Ontario.

LETTER OF UNDERSTANDING
MANAGEMENT UNION DISCUSSION

Management and Union are open to discussing capital investment, training and development, buy out options, manpower schedule, shift preference etc., in light of the conditions of the business.

Memorandum of settlement between:

PILKINGTON GLASS OF CANADA, LIMITED

Hereinafter referred to as "the Company"

- and -

UNITED STEELWORKERS OF AMERICA and its Local 252G

Hereinafter referred to as "the Union"

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12. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which expired on 31 January, 2016 and the following amendments are incorporated:
 - (a) All matters previously settled and agreed to by the parties prior to the date of this Memorandum of Settlement.
 - (b) All matters agreed to in the attached document.

Signed and accepted this 28th day of February, 2016 in Collingwood, ON.

For the Employer

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Spencer D. Harris
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