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No. OF EMPLOYEES	190		
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between

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

and

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



October 1, 1996  
to  
September 30, 1999

**MAY 12 1997**

02383 (05)

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

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

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

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

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

## **ARTICLE 2 - RECOGNITION**

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

## **ARTICLE 3 - UNION SECURITY**

**3.01** The parties hereto mutually agree that any employee of the Company covered by this Agreement

may become a member of the Union if he wishes to do so.

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

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

**3.04** During the life time of the Agreement, the Company agrees to deduct from the first full pay period of each month, with the exception of vacation pay, of employees covered by this Agreement, the appropriate Union Dues and Assessments. These deductions will be effective from the date of the signing of this Agreement and only after the employee has signed the appropriate authorization card.

(a) The Company will deduct the initiation fee after completing the probation period upon presentation by the Union of the appropriate authorization card signed by the employee.

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

**3.06** The Union shall indemnify, defend and save the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the



Company pursuant to the provisions of this Article or in reliance upon the Employee Payroll Deduction Authorization Card and/or Union initiation authorization.

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

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

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

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

#### **ARTICLE 5 - MANAGEMENT'S RIGHTS**

**5.01** The Management of the business and the direction of the work force are the exclusive function of the management of the Company. This right of management shall include all those which are not expressly limited by the provisions of this Agreement, whether or not such rights have been exercised by the Company in the past. These rights shall include the right to plan, schedule, direct and control operations; to schedule hours of work and the work week; to

study or introduce new or improved production methods or facilities; to make and enforce reasonable rules and regulations relating to the conduct of the employees and the operation of the Plant; to determine machine speeds and quality standards; to purchase materials, supplies, machinery used in the operation of the business and the determination of the sources from which same will be purchased; to hire, retire, promote, demote, assign and transfer employees, to lay off, suspend, discharge, discipline for **just** cause, to determine the classification of employees to whom work shall be assigned or establish new classifications, the tools, methods and machinery to be used; and to determine the size and make up of the work force. In no case shall the exercise of the above prerogatives of management detract from the rights of the employees as described in the terms and conditions of this Agreement.

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

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

#### **ARTICLE 6 - GRIEVANCE PROCEDURE**

**6.01** The Company acknowledges the right of the Local Union to appoint or otherwise select a Grievance Committee which shall be composed of the

Chief Stewards, together with the Shift Steward involved and the President of the Local Union or his designated representative. The Company will recognize and deal with the Grievance Committee on any grievance concerning interpretation, application, administration or alleged violation of this Agreement. The grievor may be present at any step of the Grievance Procedure.

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

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

**6.03** From these Stewards, the Union will choose five (5) Chief Stewards (and others as required) - one for the PGF Department, one for the PGP Department, one for the Maintenance Department, one for the Manufacturing Services Department, and one for the Fabricated Products Department. The Chief Stewards will serve in their respective departments and will not write or process a grievance through the various steps of the Grievance unless the Shift Steward is absent.

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

**6.05** Shift Stewards shall be limited to the servicing of disputes in the area for which each is respectively appointed. In all Departments in which more than one Shift Steward has been appointed, only one such Steward shall enter into the processing of a grievance. In the event that no Shift Steward has been

available, the Local Union President or his designate can process the grievance in its entirety.

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

**Complaint Stage:**

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

**Step 1:**

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

**Step 2:**

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

reply in writing in the three (3) working days following the presentation of the grievance.

**Step 3:**

(d) If a settlement is not reached in Step 2 (c), the grievance will, in the five (5) working days which follow, be presented by the Local Union President or his designated representative to the Manager of the Plant or his designated representative. The Union may be represented by the Local Union President, the Grievance Committee and **National CAW Representative(s)**. The Company representative must give a reply in writing in the five (5) working days which follow the presentation of the grievance. If the reply given is not satisfactory, the grievance will, during the fifteen (15) working days which follow, be presented to arbitration,

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

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

(a) The Steward or Union Official has made proper arrangements with his Supervisor for such time off. It must be recognized that if the Steward cannot be relieved immediately, he will be as soon as available manpower and work permits. The Steward or Union Official will assist in settling the complaint and the handling of legitimate grievances promptly.

(b) The time away from productive work shall be reported in accordance with the time keeping methods of the Department in which the Steward or Union Official is employed.

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

#### Management Grievances

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

#### Union Grievances

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

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

#### Discharge Cases

##### **6.12**

(a) A claim by an employee who has attained seniority being discharged from employment and the employee alleging that the discharge was improper, the case may be taken up as a grievance.

(b) All such cases shall be taken up if a written statement of such grievance is lodged with the Company within three (3) working days after the employee ceases to work for the Company or the

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

(c) When an employee is being discharged without notice, he shall have the right to interview his Steward before leaving the Plant. The Steward will be given a written explanation of the circumstances leading to the discharge. Such written notification will be provided within 48 hours of the discharge.

(d) If the matter is not settled through the grievance procedure and is taken to arbitration, and it is finally determined by a Board of Arbitration, that discharge was too severe a penalty, the employee shall be reinstated, either with or without compensation for time lost, or by any other arrangement which the Board of Arbitration finds just and equitable.

#### Arbitration

##### **6.13**

(a) Both parties agree that any dispute or grievance concerning interpretation, application, administration, or alleged violation of this Agreement including any question as to whether a matter is arbitrable, shall be subject to settlement by arbitration, without stoppage of work. No grievance will be arbitrable unless it has been properly taken through the appropriate steps of the grievance procedure. This action must take place within fifteen (15) working days after the written decision by the Plant Manager at Step. No. 3. Either of the parties may notify the other party in writing, setting forth clearly the matter to be arbitrated, and providing a list of recommended arbitrators. The party so notified shall, within five

(5) working days make additional recommendations on Arbitrators if they so desire. The parties shall then undertake to select an arbitrator to hear the grievance. Should the Company and Union fail to agree within five (5) working days on an Arbitrator, then the Provincial Minister of Labour will be asked to appoint an Arbitrator.

(b) The Arbitrator shall not have authority to modify, change, add to, or subtract from the contract.

(c) No person may be appointed as **an** arbitrator who has been party to an attempt to negotiate or settle a grievance.

(d) Each of the parties to this Agreement will jointly bear the expense of the Arbitrator.

(e) The decision of the Arbitrator shall be binding upon the parties.

#### **ARTICLE 7 - SENIORITY**

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

**Probationary Employees - New or Rehired**

**7.11**

(a) New or rehired employees (excluding employees returning after a layoff) will be regarded as probationary employees for the first forty-five (45) calendar days of employment. When this period is satisfactorily completed, the employee is considered as having a continuous service with the Plant starting from his last hiring date.

(b) A probationary employee may be assigned or reassigned to Units or jobs as determined by the Company, and management shall be the sole judge of his qualifications.

(c) Such employee may use the grievance procedure to determine any violation of this Agreement.

(d) A probationary employee may be discharged by the Company without recourse to the grievance procedure. The Union may bring information to the Company for consideration.

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

**ARTICLE 8 - SUPERVISORS**

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

**ARTICLE 9 - HOURS OF WORK**

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

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

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

Non-Continuous Workers

**9.04**

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

8:00 a.m. - 12 noon

Half-hour lunch period

12:30 p.m. - 4:30 p.m.

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

7:00 a.m. - 11:00 a.m.

Half-hour lunch

11:30 a.m. - 3:30 p.m.

3:30 p.m. - 7:30 p.m.

Half-hour lunch

8:00 p.m. to 12 midnight or

8:00 a.m. - 4:00 p.m.

4:00 p.m. - midnight

(c) Lunch periods for times outlined in 9.04 (a) and 9.04 (b) may be adjusted by mutual agreement between the Union and the Company.

(d) Lunch Breaks: A thirty (30) minute unpaid lunch period will be provided which will start within 45 minutes before or after mid shift. If for any reason it becomes necessary to work through this period by request of the Supervisor, the missed lunch period will be paid at the appropriate overtime rate and the Supervisor will provide a thirty (30) minute break later in the shift.

#### **9.05**

(a) ***For the seven day continuous shift workers, the scheduled hours of work will be:***

***Day shift 8:00 a.m. to 8:00 p.m.***

***Night shift 8:00 p.m. to 8:00 a.m.***

***(See Appendix C)***

(b) For five day continuous shift workers, the scheduled hours of work will be:

Day shift 8:00 a.m. to 4:00 p.m.

Evening shift 4:00 p.m. to 12:00 midnight

Night Shift 12:00 p.m. to 8:00 a.m.

(see Appendix D)

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

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

**ARTICLE 10 - HOURS AND OVERTIME**

**10.01** Work Schedules - See Appendix "C", "D".

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

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

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

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

**10.05** For continuous back to back shifts, the second shift will be paid the appropriate overtime rate, e.g. 4 p.m. to 12 midnight Sunday paid appropriate rate, and 12 midnight Sunday to 8 a.m. Monday paid appropriate overtime rate.

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

**10.07** Overtime shall be voluntary. The Company will expect employees to work overtime when requested to do so. The Union recognizes that special demands which arise in the glass manufacturing process if personnel and equipment are to be safeguarded and the consequent need for the willing co-operation of the employees to work overtime when it is necessary to do so in order to efficiently man all shifts on the shift roster. All employees on continuous shift shall protect the job they are performing by remaining on the job, following the end of the shift for two (2) hours or until they are relieved by their roster relief (prior to temporary promotions) or instructed by the Supervisor to finish work, whichever occurs first. In the case of roster jobs which cover general areas, the employee working on the step where the vacancy has occurred will remain on the job, following the end of the shift for two (2) hours or until he is relieved by his roster relief (name on the same line) or instructed by the Supervisor to finish work, whichever occurs first.

The Union and the Company acknowledge that certain employees need to be scheduled for overtime or held over on overtime to complete the following important process related changes, - tweel changes, flat arch repairs and threshold repairs; therefore, it is agreed that employees in the PGF unit and Plant Maintainors (including Instrument Specialist) will occasionally be scheduled on overtime or held over

on overtime to work on such projects without recourse to the voluntary provisions of this article unless a suitable replacement can be found.

**10.08** The Company will distribute overtime as fairly and equitably as good practices and efficiency of the operation and overriding clauses of the contract permit.

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

Meal Allowance

**10.9** If an employee works two or more hours of overtime at the end of his shift, the employee will be paid a meal allowance of five dollars (\$5.00) cash during the overtime period.

Shift Differential

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

(a) ***Effective October 1, 1996, forty - five (\$ .45) cents per hour will be paid for all work performed from 4 p.m. to 12 midnight.***

(b) ***Effective October 1, 1996, fifty (\$ .50) cents per hour will be paid for all work performed from 12 midnight to 8 a.m.***

(c) ***Effective October 1, 1997, fifty (\$ .50) cents per hour will be paid for all work performed from 4:00 p.m. to 12 Midnight***

(d) ***Effective October 1, 1997, fifty - five (\$ .55) cents per hour will be paid for all work performed from 12 midnight to 8 a.m.***



*(e) Effective October 1, 1998, fifty - five (\$.55) cents per hour will be paid for all work performed from 4:00 p.m. to 12 Midnight*

*(f) Effective October 1, 1998, sixty (\$.60) cents per hour will be paid for all work performed from 12 midnight to 8:00 a.m.*

(g) Shift premium will be paid to daylight shifts for hours worked before 8 a.m. and for hours worked after 5 p.m.

#### **ARTICLE 11 - REPORTING PAY**

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

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

**11.03** Employees shall be demoted, as directed by the Supervisor, within their Unit according to Unit Seniority. When one (1) employee is so demoted, he/she shall be put in the Auxiliary Utility classification and shall not be promoted into another Unit and shall retain his/her classification rate.

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

## ARTICLE 12 - CALL-IN PAY

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

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

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

## ARTICLE 13 - BEREAVEMENT PAY

**13.01** An employee who is working ***an eight (8) hour shift, whether continuous or non continuous,*** will be allowed up to three (3) consecutive working days off at his normal base rate, when bereavement matters occur, in the event of the death of the employees' spouse or common-law spouse, father, mother, brother, sister or child with a death certificate and if necessary, father-in-law, mother-in-law, step-mother, step-father, step-sister or step-brother; up to two (2) consecutive working days off, at his normal base rate, when bereavement matters occur, in the event of the death of grandparent, grandchild, brother-in-law or sister-in-law.

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

**In the event that the death of a designated relative occurs on any other scheduled work day or other scheduled day off, such an employee will be granted time off work in accordance with 13:01 above, recognizing that such days of work are twelve (12)hour days.**

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

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

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

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

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

## **ARTICLE 15 - PROMOTION SCHEDULES**

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

**15.02** A promotion schedule is one which, by unit shows various production jobs and the lines of promotion. All promotions or demotions will be made along the lines of the unit promotion schedule and in accordance with promotion rules and regulations. All work within a step on the promotion schedule will be assigned by the supervisor in charge. No employee may claim any machine, shift or choice of work on that step.

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

(a) Temporary Promotions

(i) A temporary promotion is a promotion by shift as directed by the Supervisor, on the unit promotion schedule.

(ii) Continuous temporary promotions shall not exceed twenty-one (21) days (excluding vacation replacements).

(iii) No unit employee may refuse a temporary promotion on his regular shift unless another employee on the same step and shift directly below the opening wishes to accept the promotion.

(iv) Should any vacancies occur on a shift, the Supervisor will determine whether the openings are to be filled.

(v) If there are sufficient shift Auxiliary Utility qualified to be promoted into the Unit, and enough shift Unit employees qualified for the temporary promotion on the shift where there is a vacancy, the Supervisor will temporarily promote in the following manner:

**Step 1:**

Promote from the classification below the vacancy, the senior qualified shift Unit employee (excluding the employee "held over" or "called in") on the shift where the vacancy has occurred, to fill that temporary vacancy.

**Step 2:**

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

**Step 3:**

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

**Step 4:**

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

### Permanent Promotion

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

(ii) No employee may refuse a permanent promotion unless another employee on the same step directly below the opening wishes to accept the promotion.

(iii) If there are changes, on a Unit Promotion schedule, a new roster will be posted by Wednesday noon, effective the commencement of the following work week. Any openings that occur after Wednesday noon (unless the Company has received prior notice from the employee that he is quitting or retiring) will be treated as a temporary opening [refer to 15.03 (a)] until a new roster is effective.

(iv) Should the Company decide to permanently promote, the senior qualified unit employee on all shift basis will be promoted to fill the opening. Succeeding openings will be filled to the shift requirements in the same manner. [Refer to 15.03 (b)(i)].

(v) If a permanent opening still exists at the bottom of the Unit Promotion schedule, the job will be filled when the new roster is effective by the successful job applicant (Refer to Article 16). Until the new roster is effective, the bottom job will be filled by the senior shift Auxiliary Utility working the same hours.

(vi) If there are no job applicants for the position, the senior Auxiliary Utility holding no Unit service will be promoted to the position at the bottom of the promotion schedule.

#### Disqualifications

##### **15.04**

(a) If due to a previous disqualification, the employee with the most Unit Seniority on the prerequisite step cannot be temporary or permanently promoted, the employee with the next most seniority on that step will get the job.

(b) If a previous job disqualification or a physical impairment verified by a doctor makes a man ineligible for a promotion, he will be by-passed. Not more than one (1) employee per shift will be permitted to remain on any step under such circumstances. If the reason for a physical disqualification is changed and verified by a doctor, he will be eligible for promotion. This promotion would be for such reasons as stated in 15.03 (b)(i) (Permanent Promotion).

#### Demotions

##### **15.05**

(a) Demotions - a move to a step on the Unit promotion schedule lower than the step occupied.

(b) Voluntary demotions are prohibited except in the case when an employee's physical condition prevents his continuing on his job and such claims are approved by a doctor. Any employee disqualified by the Company because of his physical condition will be demoted to a job the Company decides he can perform.

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

**16.01** Openings on the bottom of Unit Promotion schedules shall be posted in the Plant. Depending on the anticipated need, the postings may be for all units. Employees can apply in writing stating their preferences of Unit, to the Personnel Office or the First Aid Office within six (6) calendar days of the posting date.

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

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

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

**16.05** Once beginning work in the new Unit, the transferee will lose seniority in the previous Unit unless disqualified within thirty (30) calendar days or sixty (60) calendar days when transferring to Maintenance. If disqualified, he will return to his previous Unit without loss of seniority in his previous Unit.

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



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

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

**16.09** An employee when transferring out of a Unit, cannot return to the same Unit within four (4) months of date of transfer unless disqualified, or a significant job change occurs in the Unit.

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

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

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

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

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

(a) In lieu of a layoff, those employees with the most Plant seniority may displace the person with the least Plant seniority excluding Process Controllers, the four (4) senior Process Attendants who are qualified as Process Controllers, one Tank Repairman, and Plant Maintenance personnel in L/G 12 and above (refer to Appendix F), but can only take the lowest job in that Unit and if he can perform that job after a reasonable trial period.

(b) For the cold repair only, there will be a voluntary layoff starting with the senior employee (excluding Primary Glass Forming Unit and Maintenance Unit employees). This layoff must start at the beginning of the cold repair. The layoff will be up to ten (10) weeks from the layoff date or earlier if there is an unforeseen resumption of production.

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

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

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

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

**17.08** In the event of major tank repairs, the displaced employees who are assigned to work on the repair, will be paid Labour Grade Six (6) or rate of the job performed whichever is higher for hours worked. Employees assigned to work not related to the repair, will be paid the rate of the job performed. Following the repair, displaced employees will be recalled according to their Unit seniority.

**ARTICLE 18 - RECALL**

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

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

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

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

**ARTICLE 19 - PLANT HOLIDAYS**

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

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

- 1996 - Christmas Day celebrated on December 25, 1996*
- 1996 - Boxing Day celebrated on December 26, 1996*
- 1996 - Floating Day celebrated on December 27, 1996*

*1997 - New Year's Day celebrated on January 1, 1997*  
*1997 - Christmas Day-celebrated on December 25, 1997*  
*1997 - Boxing Day celebrated on December 26, 1997*  
*1998 - New Year's Day celebrated on January 1, 1998*  
*1998 - Floating Day celebrated on January 2, 1998*  
*1998 - Christmas Day celebrated on December 25, 1998*  
*1998 - Boxing Day celebrated on December 28, 1998*  
*1998 - Floating Day celebrated on December 31, 1998*  
*1999 - New Year's Day celebrated on January 1, 1999*

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

(a) The employee must have worked his last normally scheduled work day prior to the holiday and his next normally scheduled work day after the holiday.

(b) The employee is on the current payroll **and** is either working, on vacation or on bereavement leave.

(c) The employee **does not** fail or refuse to work when scheduled to work on such holiday. This clause only applies to an employee who is on a seven (7) day operation and is scheduled to work.

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

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

(c) An employee who is absent from work due to layoff, an injury or illness verified by a Doctor's certificate, will not be disqualified for having failed to meet the eligibility requirements in 19.02 (a), 19.02 (b), 19.02 (c) provided he works at least one scheduled work day in the three (3) calendar days immediately preceding the holiday or three (3) calendar days immediately following the holiday.

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

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

**19.05** No production will be scheduled for non-continuous or 5-day continuous shift employees on a Plant Holiday, with the exception of the first Monday in February which may be scheduled if required. In addition, some personnel may be scheduled to work to ensure proper maintenance and good future operations of production machinery, in which case those employees will be notified at least forty-eight (48) hours in advance of the starting time of their shift when they are required to work on a Holiday, except in the case of emergency work.

**19.06** When a paid holiday falls on a Saturday or Sunday it will be celebrated on the following Monday or in the case of Boxing Day on such other day as may be agreed. Employees required to perform any work on any of these holidays shall be paid at time and one-half (1-1/2) for hours worked, plus shift

differential where earned, in addition to receiving holiday pay. Where the observance of Christmas and Boxing Day holidays would result in non-continuous or 5-day continuous shift work operations being closed down for four (4) consecutive days, the holiday will be limited to three (3) consecutive days and Boxing Day will be observed at another agreed date, or holiday pay granted in lieu thereof.

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

#### **ARTICLE 20 - VACATIONS**

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

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

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

(a) (ii) An employee who works the seven (7) day shift, who has completed at least one year's service during the current year and has worked at least one calendar day during the preceding calendar year, will be eligible for **one hundred and twelve (112) hours of vacation**.

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

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

(b) (ii) An employee who works the seven (7) day shift, has completed at least five (5) year's service during the current calendar year and provided that he has worked at least one day during the preceding calendar year, will be eligible for **one hundred and sixty-eight (168) hours of vacation**.

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

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

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

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

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

(d) (ii) An employee who works the seven (7) day shift, has completed at least twenty (20) years service at some time during the current year and provided that he has worked one calendar day during the preceding calendar year, will be eligible for **two hundred and eighty (280) hours of vacation..** Vacation pay will be ten percent (10%) of his gross earnings for the preceding calendar year. The employee will receive his payment when he leaves for vacation.

(e) For the purpose of calculating vacation pay, gross earnings for any preceding year will include vacation payments paid in that preceding calendar year. For the purposes of 20.02(a), (b), (c) and (d) above, employees who are eligible for more than two weeks of vacation in a year, shall be entitled, at their written request, to receive their vacation pay for either one or two weeks in February. Such written request must be received by the Company not later than February 15th.



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

**(a) (i) Vacations must be taken in full weeks, with the balance of hours to be taken as a residual vacation day. Any partial residual vacation day may be either worked by the employee or scheduled as a whole day of vacation. The scheduling of residual vacation days are to be arranged by the employee with his Supervisor who will generally require twenty-four (24) hours notice. Such residual vacation days may be scheduled retroactively, if the employee and his Supervisor mutually agree to do so.**

**(a) (ii) Notwithstanding 20:03 (a) (I) above, residual days may not be scheduled to be taken during the months of July, August, December and in the first week of November.**

**(a) (iii) Payment of partial or full residual days will be included in the pay for full weeks of entitlement.**

**(b) Notwithstanding any other language in this Collective Agreement, vacation selection for employees scheduled to work the seven (7) day shift in the Primary Glass Processing, Utility Units and those classified as Auxiliary Utility, will be by plant seniority on the shift and in the Unit the employee is assigned on the vacation roster (i.e. A, B, C or D). For purposes of vacation scheduling only, Auxiliary Utility employees will be deemed to be in an Auxiliary Utility Unit.**

**20:04 An employee from any Unit, including the Auxiliary Utility Unit referred to in 20:03 (b), who**

***has a medical restriction to work an eight hour shift, is entitled to a vacation of five (5) days of eight hour shifts per week of entitlement.***

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

**20.06**

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

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

(i) For Seven (7) Day Shift Employees

Using the roster when December 1st. falls, Primary Glass Processing **and** Utility Department employees, who are working the seven (7) day shift. will choose their vacation by plant seniority on the shift they are then working. Other seven (7) day shift employees will choose their vacation by plant seniority in their unit.

(ii) For Five (5) Day Shift Employees

Using the roster when December 1st. falls, employees who are working five (5) day shifts will choose their vacation by Plant Seniority within their home Unit.

(iii) Primary Glass Processing and Utility Department employees returning from layoff, who normally work seven (7) day shifts, will choose their vacation options **by** plant seniority on their assigned shift.

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

(iv) Employees returning from layoff who normally work five (5) day shifts will choose their vacation by Plant Seniority within their home Unit.

(b) The Company will grant the employee's vacation request providing there are sufficient employees qualified to staff the operation of the Plant.

(c) In the case of a transfer request into a Unit after January 1, Unit Seniority will supersede Plant Seniority for vacation purposes until the end of that calendar year.

**20.07** No change can be made by the employees in their choice of vacation scheduling and/or options unless the Company agrees to any new vacation date and any resulting vacation week opening will be offered only to the first eligible employee. There will be no requirement for the Company to fill any subsequent resulting vacation opening.

**20.08**

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

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

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

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

Examples:

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

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

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

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

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

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

**21.02** Safety devices where provided must be used. Employees must wear and/or use such equipment as is provided for their job. Neglect or failure by an

employee to adhere to plant safety regulations and use of the Company's safety devices shall be just cause for disciplinary action.

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

(a) The Company will supply a pair of plano safety glasses on the employee's initial hiring date. The Company will supply a pair of prescription safety glasses on the employee's initial hiring date, provided the employee furnished the Company with an eye examination test result taken within one year of the employee commencing employment. Plano and prescription safety glasses will be replaced as needed.

(b) The Company will provide a pair of PPG approved safety footwear upon the employee's hiring date. Replacement of same will be made as required for safe protection of the employee.

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

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

Health and Welfare Plans

GROUP LIFE INSURANCE:

***Effective October 1, 1996 Group Life Insurance will be increased for active employees from \$26,000 to \$27,000.***

***Effective October 1, 1997 Group Life Insurance will be increased for active employees from \$27,000 to \$28,000***

***Effective October 1, 1998 Group Life Insurance will be increased for active employees from \$28,000 to \$29,000***

ACCIDENTAL DEATH AND DISMEMBERMENT:

***Effective October 1, 1996 Accidental Death and Dismemberment Insurance will be increased for active employees from \$26,000 to \$27,000.***

***Effective October 1, 1997 Accidental Death and Dismemberment insurance will be increased for active employees from \$27,000 to \$28,000***

***Effective October 1, 1998 Accidental Death and Dismemberment insurance will be increased for active employees from \$28,000 to \$29,000***

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

LONG TERM DISABILITY

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

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

**For claims occurring on or after October 1, 1996, a monthly benefit of fourteen hundred dollars (\$1400), reduced by and totally integrated with Canada Pension Plan benefits, will be paid.**

**For claims occurring on or after October 1, 1997 a monthly benefit of fifteen hundred dollars (\$1500), reduced by and totally integrated with Canada Pension Plan benefits, will be paid.**

**For claims occurring on or after October 1, 1998, a monthly benefit of sixteen hundred dollars (\$1600), reduced by and totally integrated with Canada Pension Plan benefits, will be paid.**

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

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

**compensation or profit, except approved rehabilitative employment.**

ONTARIO HEALTH INSURANCE PLAN

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

\$10 single deductible and \$20 family deductible. Effective October 1, 1984, contraceptives will be included in the plan as a covered expense.

BASIC DENTAL 80% co-insurance based on current ODA Schedules **and effective January 1, 1997, increase the annual maximum per family member from \$1000 to \$1100.**

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

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

(i) For employees who become absent due to injury and go on Worker's Compensation - until return to employment or a settlement is made by Worker's Compensation.

(ii) For employees who become absent due to accident or illness - 26 weeks if the employee has less than 5 years seniority, 52 weeks if employee has more than 5 years seniority.



(iii) For employees who become absent due to layoff - Group Life Insurance, Accidental Death and Dismemberment, Major Medical and Basic Dental - six (6) months following the month in which the layoff occurred.

O.H.I.P. - The Company will pay 50% of the cost of O.H.I.P. for a period of six (6) months following the month in which the layoff occurred, provided the Company receives a cheque for the remaining 50% of the O.H.I.P. premium from the employee by the 10th of each month. Any lapse will cause withdrawal of this benefit.

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

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

(v) For retirees who retire under the provisions of Section 2A(3) of the Pension Agreement, the Company will pay the cost of the OHIP and Major Medical coverage from age 62 through age 65.

#### **Pension Plan**

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

Normal Retirement Rate increased from \$23.00 per year of credited service to

\$25.00 per year of credited service for those retiring on or after October 1, 1996.

**Normal Retirement Rate increased from \$25.00 per year of credited service to \$27.00 per year of credited service for those retiring on or after October 1, 1997.**

**Normal Retirement Rate increased from \$27.00 per year of credited service to \$28.50 per year of credited service for those retiring on or after October 1, 1998**

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

**1. Supplemental payments will be increased to the amounts specified in the**

**Normal Retirement Rates as designated above and effective on the same dates.**

**2. Change 25 years to 30 years**

**21.06** It will be the Company and the Union's aim to co-operate to see that every safety rule is complied with, with no exception. The employee(s) should call to the attention of their supervisor any dangerous or unsafe conditions in their work area. The Company and the Local agree that conditions in the Plant should be such as to provide as far as possible, on a progressive basis, the safety, health and welfare of its employees, economy of operations, quality of products, cleanliness of Plant and protection of property. The Company agrees to consider suggestions from the Committee in this respect. To

this end a Safety and Health Committee will be appointed, comprising of an equal number of representatives from Management and the Local Union. The Committee's function will be to promote Safety and Industrial hygiene in the Plant. It shall make regular inspections of the Plant and equipment and hold regular meetings.

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

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

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

**21.09** Any supervisor may request a physical examination for any one of his employees when he feels that an examination is necessary.

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

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

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

**21.13** Smoking is permitted in most areas during working hours. In certain restricted areas, which are posted, smoking is not permitted at any time. To contravene this safety regulation shall be just **cause** for disciplinary action.

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

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

## **ARTICLE 22 – MAINTENANCE ORGANISATION AND PROCEDURES**

**22.01** Promotion Schedule - Maintenance (See Appendix "F").

Job Postings - Transfers

### **22.02**

(a) An employee desiring to enter the Maintenance Department must fill out a "Transfer Request" according to Article 16.01.

(b) There is a 60 calendar day trial period in the Maintenance Department to measure the transferee's

practical aptitude. Should the employee be disqualified, he will return to his vacated job and maintain his accumulated Unit seniority.

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

(a) Draft the Maintenance Entrance Tests for prospective Maintenance Department employees (excluding Maintenance Labourers).

(b) Evaluate probationary employees.

(c) Set up a maintenance training program and report on its implementation in the department.

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

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

1. Be physically qualified to perform all duties required of Maintenance.

2. Have a personal mechanical ability and attitude to troubleshoot, repair and maintain plant facilities

and

3. Must also meet the following requirements for the applicable classification:

- (a) Instrument Electronic Specialist
  - (i) Hold an Industrial Electrician certificate, or equivalent, and be prepared to enrol in the Instrument Mechanic Apprenticeship Programme, or
  - (ii) Hold an Electronic Technologist certificate or equivalent.
- (b) Plant Maintainer
  - (i) Hold a Science Technology and Trade Graduation Certificate, or equivalent, or
  - (ii) A Journeyman's license, or
  - (iii) Be prepared to enrol in the Apprenticeship programme related to the job opening.
- (c) Industrial Vehicle Mechanic
  - (i) Hold a Class "A" Inter-provincial Motor Vehicle Certificate, or
  - (ii) A Heavy Equipment Mechanic Certificate, or
  - (iii) Be prepared to enrol as an apprentice in the Heavy Equipment Apprenticeship programme.
- (d) Building Serviceman
  - (i) Hold a General or Plant Carpenter Certificate, or
  - (ii) Be prepared to enrol as an apprentice in the Plant Carpenter Apprenticeship programme.

**22.05 Permanent Maintenance Employee**

- (a) The senior Unit employee who has indicated his/her intentions to enrol in the classification of the vacancy, will fill the position.

(b) Plant employees who meet the basic requirements, will take the applicable Maintenance Entrance Test. Representative of the Maintenance Evaluation Committee will give the test. The applicant must receive a qualifying grade by a scoring method established by the Maintenance Evaluation Committee.

(c) In filling the vacancy, the senior applicant, by Plant seniority who receives a qualifying score, will be awarded the job.

(d) Test results may be seen by an unsuccessful applicant, for any position, together with his steward, if he so wishes.

(e) Any employee who fails to qualify at this stage will not be eligible for retesting unless the employee can show proof of further personal development through studies in his own time and at his own expense undertaken between each test.

(f) The four (4) senior Plant employees under(b) will be tested.

(g) If there are no successful candidates under (a), (b) and (f), the Company reserves the right to hire qualified people directly into the Maintenance Department

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

**22.06 Requirement for a Temporary  
Maintenance Employee**

(a) If the Company determines that additional employees are required in a classification on a temporary basis, the classification opening will be posted as a Temporary Opening.

(b) The opening will be filled by the most senior applicant, by plant seniority, who receives a qualifying score on the Maintenance Entrance test, and providing he indicates, in writing, his intentions to enrol in an Apprenticeship programme for that classification, when, and if, a permanent vacancy occurs in that classification.

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

**Assigned Employees**

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

(a) Assigned maintenance employees do not establish any rights which are not also accorded other employees outside the Maintenance Unit in regard to any future assignment as assigned employees in the Maintenance Unit or future openings in the Maintenance Unit.

(b) Assigned Maintenance Unit employees will be selected on the basis of the availability of people from the various production units, their desire to work in the Maintenance Unit and Mechanical aptitude.



(c) Students who are qualified on the basis of academic or practical experience can be assigned to assist in the Maintenance Department.

#### Promotions

**22.08** (a) Referring to promotion schedule in Appendix "F" the following rules shall apply:

(i) All promotions will be along the lines indicated.

(ii) Promotions along the lines of either Building Service, Vehicle Mechanic, Plant Maintainer, or Instrument/Electronic Specialist, will be after successful completion of accumulated hours of the Ontario Apprenticeship Program that is applicable to the job opening. For hours on each step of the Promotion Schedule, refer to Appendix "F".

(iii) Promotion to Instrument/Electronic Specialist from G.P.M. will be for those holding an Industrial Electrical Certificate or equivalent, and completion of the Instrument Specialist Apprenticeship contract, or an Electronic Technologist Certificate.

(iv) A Maintenance employee must complete one Apprenticeship Contract before commencing a second training program or contract.

(b) Upon successful completion of an apprenticeship and issue of a Certificate of Qualification, the employee will receive \$0.25/hour bonus on top of his labour grade.

(c) Following the lines of promotion of Appendix "F", an employee may enrol in any other course related to his ability and job openings. He/she would retain the highest labour grade attained at that time. Upon successful completion of successive

apprenticeships, the employee will receive an additional \$0.25/hour bonus for obtaining other Certificates of Qualifications outlined in 22.12 (a), (d) and (e).

(d) During the apprenticeship of Plant Maintainers, all the plant systems training will be included. The GPM Labour Grade will be paid upon successful completion and understanding of these plant systems courses and the apprenticeship. The Company will endeavour to keep the majority of the employees work assignments related to the apprenticeship he/she is enrolled in. However, it is to be clearly understood that this is not to be construed as having choice over a particular job or work assignment. Cross-training is expected of all Maintenance personnel so as to be able to maintain, troubleshoot and repair all plant systems.

(e) Under no circumstances will an employee be paid an additional bonus (25 cents) for related or similar trades or skills not outlined under 22.12 (a), (d) and (e).

#### Disqualification

**22.09** A Plant Maintainer, Building Serviceman, Industrial or Vehicle Mechanic may be disqualified if:--

An employee who fails to meet work standards on any step will return to the bottom step of the employee's job classification.

#### Distribution of Overtime

##### **22.10**

(a) Insofar as it is practical and consistent with efficient operation, the Company will endeavour to divide overtime equally among the Plant Maintainers.

Normally those already working on a job will be asked to work overtime until its completion. The Company reserves the right to choose the people qualified for a particular overtime job,

(b) In the event of an emergency, employees in the Maintenance Department are expected to work overtime. If an employee does not wish to work in such a case, he must continue working until a suitable replacement can be found.

#### Work Schedules

##### **22.11**

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

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

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

##### (b) Non-Continuous Plant Maintenance Work

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

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

## Permanent Organisations

### 22.12

(a) Plant Maintainer Grades 1-4. It is recommended that employees in the Maintenance Unit study the following subjects related to Plant Maintenance: electrical, machine work, pipe fitting, welding and blacksmithing, heat treating, sheet metal work, combustion, instruments and controls, heating ventilation and air conditioning, and operation of engines and other work necessary to maintain plant facilities.

(b) Equipment Operator. Regularly assigned to operate trucks, tractors, snow blowers and similar equipment.

(c) Labourer. Normally assigned to work requiring little technical ability. May assist other classifications.

(d) Industrial Vehicle Mechanic. Regularly assigned to the servicing, repair and maintenance of mobile equipment and internal combustion engines. May be assigned to other work in the Maintenance Department if their regular job is not available.

(e) Building Serviceman. Normally assigned to servicing, repairing, adding to the Plant Buildings. May be assigned to other work in the Maintenance Department if their regular job is not available.

(f) The Company will supply and maintain coveralls to each permanent and temporary Maintenance employee.

## Training Programme

### 22.13

(a) Attendance of a Maintenance Employee at a training course such as day release given by

instructors outside the plant will depend upon the ability of the employee-to understand and profit by the course as judged by the Maintenance Supervision and recommended by the Maintenance Evaluation Committee and paid at his base rate.

(b) The Company will provide in-plant training, demonstrations, and instruction on plant systems and equipment peculiar to the Plant. An employee attending these training sessions will be paid at his base rate.

(c) Employees are encouraged to participate in courses in basic trade skills given outside the Plant. These courses will be attended on the employees' own time. The Company will pay one-half the registration upon proof of registration and the balance upon proof of successful completion of the course. The employee is expected to pay the course fee and be reimbursed by submission of receipts and proof of payment.

(d) When the employee is taking the eight (8) weeks block release apprenticeship programme out of town, the Company will pay an incentive of \$2,500 in four (4) instalments of \$625 upon the employee successfully completing this programme.

#### Reduction in Force

##### **22.14**

(a) If a reduction in force is necessary in the Maintenance Department, and after manning levels in each job classification have been decided by Management, layoffs will be by Unit seniority. A Maintenance person so displaced shall have the right to bump into any Maintenance classification where his/her unit seniority will hold him/her, providing he/she is qualified to perform the job.

(b) Any apprenticeships that are underway at the time of layoff and that would be affected, will be frozen for as long as the Ontario Apprenticeship Director will allow, or until the affected employee returns to his normal classification.

(c) In the event of a layoff from the Maintenance Department, affected employees will be assigned according to Article 17.03.

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

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

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

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

The Company shall not be obligated to have in effect at any time more than two (2) such leaves of absence and may specify that application shall be made for annual renewals of such leaves, which will be granted upon application. To enable attendance at Union Conferences, Conventions, Meetings, Safety Conferences and Seminars, the Company will arrange coverage for one employee per shift per unit working

if there are three (3) or more employees in a unit on that shift. Notice of the name of the persons to be on Leaves of Absence to be given to the Human Resources Department on Tuesday of the week preceding. Others wishing to attend will be required to arrange for a suitable replacement. Company supervisors will assist, if requested, in finding replacements.

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

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

#### **ARTICLE 24 - BULLETIN BOARDS**

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

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

**ARTICLE 25 - LUNCH AND REST PERIODS**

**25:01**

**(a) An employee in a non continuous shift operation, will have a thirty (30) minute unpaid lunch period as near the middle of his shift as efficient operations will permit and a ten (10) minute paid break period in Be first and second half of his shift.**

**(b) An employee in a five day continuous shift operation, will have a thirty (30) minute paid lunch period near the middle of the shift, Because of the nature of the work in some jobs, "it is expected that lunch can be eaten at the convenience of the employee when his job is under control. Relief personnel are available to provide an opportunity for the employee to use the vending machines service. Such an employee will have a ten (10) minute break in the first and second half of his shift.**

**(c) An employee in a seven day continuous operation, will have three break periods and two eating periods totalling seventy-five (75) minutes per shift. Because of the nature of some jobs, it is expected that the break and meal periods can be taken at the employee's convenience, when his job is under control. Relief personnel are available to provide an opportunity for the employee to use the vending machine service**

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

**General**

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



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

**26.01** The listing of job titles and their Labour Grades appear on Appendix "B".

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

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

**Exceptions**

(a) In training for a job by overmanning, to understudy the man performing the job, the employee who is temporarily training would receive his roster rate.

(b) An employee who has not called the Guard before his shift starting time that he will be late and is permitted by the Supervisor to enter the Plant, will be paid his roster rate.

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

**ARTICLE 27 - ABSENTEEISM**

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

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

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

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

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

**27.06** Repeated unexcused absence will be cause for disciplinary action.

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

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

(a) All employees reporting back to work after being absent for less than thirty (30) consecutive days should call the guardhouse as soon as possible, but not later than two (2) hours prior to his scheduled shift starting time.

(b) Provided the employee has called the two (2) hours prior to his regular shift, he will return to his Unit on a step according to his qualifications and Unit seniority.

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

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

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

(a) All employees reporting back to work after being absent for thirty (30) or more consecutive days, must notify the Personnel Office before returning to work. The Company will inform the employee of the shift and Unit in which he will work.

(b) The employee will work, if there is a vacancy, in the classification he was in prior to being absent. If there is no vacancy, the employee will work on a shift in a position he is qualified for until he returns to his normal job. He will be paid the current rate of the job he was on prior to being absent.

or

(c) In cases where the employee has notified the Personnel Office by noon Wednesday of the week prior to returning to work, he will return to his Unit on a step according to his qualifications and Unit seniority.

(d) A physical examination by the Company Doctor may be required for employees returning to work after an absence due to illness or injury exceeding thirty (30) consecutive days. Should there be any dispute of objective medical condition between

the Company Doctor and the employee's personal physician, the case may be referred to an impartial third doctor or clinic selected by the two physicians for a determination. The cost of such third opinion will be paid for by the Company.

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

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

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

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

may be the subject for a grievance and dealt with as provided in Article 6.

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

**ARTICLE 30 - DISCIPLINARY PROCEDURE**

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

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

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

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

Recorded Verbal

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

#### Formal Reprimand

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

#### Suspension

(c) A suspension for more serious or series of offences than covered by a formal reprimand will be written by the Supervisor after consultation with his Department Head or his designated representative. A suspension will be given to an employee who has a formal reprimand on his record and it is necessary to take a firmer step to enforce the rules.

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

#### Discharge

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

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

(a) Insubordination and refusal to comply with work orders.

(b) Committing any act of violence, fighting or improper conduct on Company premises.

(c) Theft, or removal of Company property or another employee's property without authorization.

(d) Bringing into the plant, using, possessing, or being under the influence of alcoholic beverages or narcotics on Company premises.

(e) Threatening, intimidating, coercing or interfering with other employees on Company premises.

(f) Participating in gambling, organized lotteries or games of chance on Company premises unless authorized by the Director of Human Resources.

(g) Unauthorized possession of radios, cameras, firearms or weapons on Company premises.

(h) Intentionally defacing, damaging or destroying any Company tools equipment, property or products.

(ii) The employee may examine his personal record by making prior arrangements with the Director of Human Resources.

#### **ARTICLE 31 - GENERAL INFORMATION**

##### Distribution of Literature:

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

Appendix:

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

**Pay Policies:**

**31.03**

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

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

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

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

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

(b) If a paid holiday falls on Friday, the above procedure will start on Wednesday.

(c) Wages shall be exempt from any deductions, other than those specifically authorized by the employee in writing or which are deducted as required by law, or in accordance with this Agreement.

**Verification of Time Card:**

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

(e) An employee will have the option to be paid by direct deposit on Friday at the opening of the bank's business day, each week, for the wages earned



in the previous week or to be paid by cheque, which will be available by 2:00 p.m. Thursday.

ARTICLE 32 - DURATION OF CONTRACT

*32.01 This Agreement shall remain in force from the first day of ~~October, 1996~~ and will continue to be effective until the 30th day of September, 1999 and will continue in force year to year thereafter unless a written notice of termination or amendment is given by one party to the other within the ninety (90) day period immediately preceding the 30th day of September, 1999 or the anniversary date of any subsequent annual extension.*

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

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

Signed this **27th day of January, 1997**

FOR National Automobile,  
Aerospace, Transportation  
and General Workers  
Union of Canada (CAW)      FOR PPG  
and its Local 248              \ CANADA INC.

Brad Thompsett                      Peter H. Bryson

Delbert Raney                      Jeff Yigdall

Jack Cutting                      J. E. O'Malley

Robert J. Ford                      Barry McGee

Brian Long                      S. A. McAteer

Jim Robinson (CAW Rep)      Herman J. Bono  
\_\_\_\_\_

APPENDIX "A"  
WAGE SCHEDULE

L/G October 1, 1993	October 1, 1996	October 1, 1997	October 1, 1998
2 15.36	<b>15.76</b>	<b>16.16</b>	<b>16.56</b>
3 15.44	<b>15.84</b>	<b>16.24</b>	<b>16.64</b>
4 15.50	<b>15.90</b>	<b>16.30</b>	<b>16.70</b>
5 15.56	<b>15.96</b>	<b>16.36</b>	<b>16.76</b>
6 15.62	<b>16.02</b>	<b>16.42</b>	<b>16.82</b>
7 15.68	<b>16.08</b>	<b>16.48</b>	<b>16.88</b>
8 15.74	<b>16.14</b>	<b>16.54</b>	<b>16.94</b>
9 15.82	<b>16.22</b>	<b>16.62</b>	<b>17.02</b>
10 16.01	<b>16.41</b>	<b>16.81</b>	<b>17.21</b>
11 16.11	<b>16.51</b>	<b>16.91</b>	<b>17.31</b>
12 16.22	<b>16.62</b>	<b>17.02</b>	<b>17.42</b>
13 16.34	<b>16.74</b>	<b>17.14</b>	<b>17.54</b>
14 16.63	<b>17.03</b>	<b>17.43</b>	<b>17.83</b>

NOTE-

Maintenance Unit employees who have successfully completed an apprenticeship outlined in 22.12 (a), (d) and (e), and have received a Certificate of Qualification for such, will receive an additional \$.25 (twenty-five cents) bonus per hour for each certificate. Maintenance Unit employees who hold one or more tickets gained through the formal Apprenticeship Programme as recognized by the Province of Ontario, will be paid an additional \$.35 (thirty-five cents) per hour.

Effective October 1, 1996 increase the rate of each **maintenance** classified employee deemed certified, by **\$.10** (ten cents) per hour.

Effective October 1, 1997 increase the rate of each maintenance classified employee deemed certified, by **\$.05** (five cents) per hour.

Effective October 1, 1998 increase the rate of each maintenance classified employee deemed certified, by **\$.05** (five cents) per hour.

***If the members of Owen Sound Local 248 of the CAW ratify the Memorandum of Agreement on Saturday April 8, 1995, a three hundred dollar (\$300) lump sum signing bonus will be paid on October 1, 1996 to eligible employees as described below.***

***Any employee who has been actively at work at any time during the period April 8, 1995 through September 30, 1996 will be eligible to receive the \$300 signing bonus***

APPENDIX "B"  
JOB CLASSIFICATIONS

JOB TITLES

Labour Grade - 2  
Auxiliary Utility

Labour Grade - 3  
Maintenance Labourer

Labour Grade- 5  
Assigned Maintenance  
Batch Material Handler  
Building Serviceman - Class 4  
Glass Processor

Labour Grade - 6  
Transport Operator  
Fabrication Operator  
Equipment Operator  
Building Serviceman - Class 3

Labour Grade - 7  
Glass Attendant  
Building Serviceman - Class 2  
Utility

Labour Grade - 8

Labour Grade - 9  
Industrial Vehicle Mechanic - Class 4

Labour Grade - **10**  
Plant Maintainer - Class 4  
Process Attendant  
Cutting Operator  
Industrial Vehicle Mechanic - Class 3  
***Building Serviceman Class 1***

Labour Grade - **11**  
Plant Maintainer - Class 3  
Industrial Vehicle Mechanic - Class 2  
**Tank Repairman**

Labour Grade - **12**  
Plant Maintainer - Class 2  
Process Controller

Labour Grade - **13**  
Plant Maintainer - Class 1

Labour Grade - **14**  
General Plant Maintainer  
Instrument Specialist  
Industrial Vehicle Mechanic - class 1

Instrument Specialist - Additional twenty-five  
(\$ .25) cents above Labour Grade fourteen (14).

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

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

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

	<u>Mon.</u>	<u>Tues.</u>	<u>Wed.</u>	<u>Thurs.</u>	<u>Fri.</u>	<u>Sat.</u>	<u>Sun.</u>
<u>Week 1</u>							
8 p.m.-8 a.m.	C	B	B	B	D	D	D
8 a.m.-8 p.m.	A	A	A	A	C	C	C
Days Off	D	D	D	D	B	B	B
Days Off	B	C	C	C	A	A	A
<u>Week</u>							
8 p.m.-8 a.m.	D	C	C	C	A	A	A
8 a.m.-8 p.m.	B	B	B	B	D	D	D
Days Off	C	D	D	D	B	B	B
Days Off	A	A	A	A	C	C	C
<u>Week</u>							
8 p.m.-8 a.m.	A	D	D	D	B	B	B
8 a.m.-8 p.m.	C	C	C	C	A	A	A
Days Off	B	B	B	B	D	D	D
Days Off	D	A	A	A	C	C	C
<u>Week 4</u>							
8 p.m.-8 a.m.	B	A	A	A	c	c	c
8 a.m.-8 p.m.	D	D	D	D	B	B	B
Days Off	A	B	B	B	D	D	D
Days Off	C	C	C	C	A	A	A

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

Mon. Tues. Wed. Thurs. Fri.

Week 1

12-8	A	A	A	A	A
8-4	B	B	B	B	B
4-12	c	c	C	C	C

Week 2

12-8	<b>C</b>	<b>C</b>	C	C	C
8-4	A	A	A	A	A
4-12	B	B	B	B	B

Week 3

12-8	B	B	B	B	B
8-4	c	c	C	C	C
4-12	A	A	A	A	A



APPENDIX "E"  
PRIMARY GLASS FORMING DEPARTMENT  
UNIT PROMOTION SCHEDULE

	Batch Material Unit	Primary Glass Forming Unit	
L/G 5	Batch Material Handler	L/G 12 Process Controller	
		L/G 11 Hot Tank Repair	L/G 10 Process Attendant
L/G 2	Auxiliary Utility		

Process Attendant and Tank Repairman will assist each other as directed by Supervision.

APPENDIX "F"  
MAINTENANCE DEPARTMENT

L/G 14	G.P.M.			Instrument/Electronic Specialists
L/G 13	P.M. 1	8000 HRS.		
L/G 12	P.M. 2	4000 HRS	I.V.M. 1	8000 HRS
L/G 11	P.M. 3	2000 HRS	I.V.M. 2	4000 HRS
L/G 10	P.M. 4	0000 HRS	I.V.M. 3	2000 HRS
L/G 9			I.V.M. 4	0000 HRS
L/G 8				B.S. 7200 HRS
L/G 7				B.S. 4000 HRH
L/G 6				B.S. 2000 HRH
L/G 5				B.S. 0000 HRH

Equipment Operator L/G 6; Assigned Maintenance Employees L/G 5;  
Maintenance Labourer L/G 3.

Vehicle Mechanics, Instrument/Electronic Specialists, P.M. 1, G.P.M., and Building Service will receive \$0.25 (twenty-five cents) on the L/G holding Certificates of Qualifications.

APPENDIX "G"  
PRIMARY GLASS PROCESSING  
DEPARTMENT  
UNIT PROMOTION SCHEDULE

Primary, Glass  
Processing Unit

L/G  
10 Cutting  
Operator  
7 Glass  
Attendant  
5 Glass  
Processor

2 Auxiliary  
Utility

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

1. Individuals who are limited under the roster in effect on 10-O1-90.
2. Auxiliary Utility's who come from other Units.
3. Summer vacation replacements.  
Employees in this classification will not promote up unless qualified to perform Glass Attendant duties.  
Employees in L/G 7 will perform Glass Processor duties as assigned.

APPENDIX "H"  
FABRICATED PRODUCTS DEPARTMENT  
UNIT PROMOTION SCHEDULE

Fabricated Products Unit

L/G  
6 Fabrication  
Operator

L/G  
2 Auxiliary  
Utility

APPENDIX "T"  
MANUFACTURING SERVICES DEPARTMENT  
UNIT PROMOTION SCHEDULE

Transport Unit

L/G  
6 Transport  
Operator

L/G 2 Auxiliary  
Utility

APPENDIX "J"  
PLANT SERVICES DEPARTMENT  
UTILITY PROMOTION UNIT SCHEDULE

L/G 7 Utility Operator

L/G 2 Auxiliary Utility

**CALLING OVERTIME ON THE**  
**TWELVE HOUR SHIFT**

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

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

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

Step 1

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

Step 2

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

Step 3

A qualified employee on the classification below (including temporary promotions) who is lowest in overtime, beginning with the shift that is working, will be asked to work overtime. In which case the employee on overtime will perform work in his own classification and the senior qualified shift employee will be promoted to fill the vacancy. [Refer to I 5.03(a)(iii)].

Step 4

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

Step 5

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

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

Step 6

If the Company finds it impossible to fill an oncoming shift having exhausted the previous steps and the Temporary promotion steps, the Supervisor will approach the Union Steward on the shift and they will mutually agree on how to fill the oncoming shift.

**K.02** The employee who is working his roster job or has been temporarily promoted will remain on the job for two (2) hours or until he is relieved by his roster relief or instructed by the Supervisor to finish work, whichever occurs first.

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



another Unit will adopt the highest overtime hours in the new classification.

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

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

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

**K.07** A vacancy caused by a promotion to a lead hand - the overtime procedure (Appendix "K") will be followed, but the 10.08 clause (protection of the job for 2 hours) does not apply.

APPENDIX "L"  
COST OF LIVING

(a) For the period October 1, 1996 to September 30, 1997, the Company will provide a payment of two hundred and fifty dollars (\$250) if the Consumer Price Index (1981=100) exceeds two percent (2%) in excess of October 1996 Index.

(b) For the period October 1, 1997 to September 30, 1998, the Company will provide a payment of two hundred and fifty dollars (\$250) if the Consumer Price Index (1981=100) exceeds two percent (2%) in excess of October 1997 Index.

(c) For the period October 1, 1998 to September 30, 1999, the Company will provide payment of two hundred and fifty dollars (\$250) if the Consumer Price Index (1981=100) exceeds two percent (2%) in excess of October 1998 index.

## **LETTERS OF INTENT**

### **1) TECHNOLOGICAL CHANGE**

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

### **2) PROCESS CONTROLLERS**

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

In the choice of personnel, the Company will give first consideration to employees holding P.G.F.

Unit Service. Therefore, all employees holding P.G.F. Unit Service will be canvassed whether they wish to accept training for the new job. From those who accept, the four senior P.G.F. Unit employees will then commence indoctrination.

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

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

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

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

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

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

### 3) MAINTENANCE TRAINING

In response to our discussion concerning Maintenance Training, the Company is willing to charge the Maintenance Evaluation Committee with

the responsibility of developing and recommending an in-plant training program for Maintenance Unit employees. The program will consist of courses that are important to Plant Maintenance such as Power Transmission, Instrumentation, Welding and other such courses. These programs will be comprehensive in nature and involve the necessary time to properly present the subject matter. Such training will be paid for by the Company and conducted during the regular work schedule.

4) SHIFT EXCHANGES

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

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

5) SEVERANCE PAY

Effective October 1, 1984, the Company agrees to provide a Severance Pay plan for eligible employees at the Owen Sound, Ontario Flat Glass Plant of PPG Canada Inc. as outlined below:

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

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

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

6) UNION PRESIDENT SENIORITY

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

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

7) OVERTIME

Employees working on the plant site or at the RCA building in the classification of Transport Operator and/or Glass Processors, will be asked first if overtime is necessary in their classification at their location. If more employees are required, it will be offered to the employees in the same classification on the outgoing shift at the other location before proceeding with Step 2.

8) **PAID EDUCATION LEAVE**

***The Company agrees to the incorporation of a Paid Education Leave (PEL) on the basis of one cent (\$.01) per hour for all regular straight time hours worked effective October 1, 1996.***