

COLLECTIVE AGREEMENT

between

OWENS CORNING CANADA  
GUELPH, ONTARIO

and

UNITE HERE

and its

LOCAL 1305  
GUELPH GLASS PLANT

JUNE 1st, 2006

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COLLECTIVE AGREEMENT

This Agreement is made and entered into this 1st day of June 2006.

BETWEEN:

OWENS CORNING CANADA, a Corporation existing under the laws of the Dominion of Canada, with a Glass Plant in Guelph, Ontario, respectively referred to in this agreement as "Company"

OF THE FIRST PART

- and -

UNITE HERE, hereinafter referred to in this agreement as "International Union", and its Local 1305 Owens Corning Canada, Guelph Glass Plant, respectively referred to in this agreement as "Local Union" with said "International Union"

OF THE SECOND PART

WITNESSETH:

The parties hereto mutually agree as follows:

## ARTICLE I GENERAL PURPOSE

This agreement is entered into by the parties in order to provide for orderly collective bargaining relations between the Company and the Union. It is the desire of both parties to secure prompt and fair disposition of grievances, to eliminate interruption of work and interference with the efficient operation of the Company's business and to maintain fair wages, hours and working conditions for employees within the bargaining unit.

Our goal is to safely produce high quality products and services that meet our customer expectations and through continuous improvement efforts enhance the competitive position of the plant.

### Terms of Reference for Union and Management Committees

As representatives of all employees at the Guelph Glass Plant, we are committed to establishing an effective relationship between UNITE HERE, Local 1305 and OC Guelph Glass Management. The management-union meetings conducted between formal contract negotiation sessions are intended to provide an opportunity for both parties to attempt to:

- Recognize the leadership/representative role each member of these committees has on behalf of the plant,
- Encourage the participation of the Union in a proactive and leadership role to achieve results,
- Communicate/discuss the issues of today with effective problem solving / decision making / resolution for the future. Understanding and learning how to deal with change is one of our opportunities,
- Promote informative communications directed to all plant employees,
- Encourage a working environment of mutual respect and trust,
- Share information,
- Work together to show our customers and the community we are responsible to their concerns and need for high quality products and services,
- Improve the working relationship throughout the organization by developing a consistent approach to resolving issues in a timely manner.
- Support the Health and Safety of employees and the stewardship of the environment,

- Set the proper example in which the representatives of the parties create a climate whereby each individual employee of the plant understands, promotes and abides by the rules of the plant.

We expect our efforts within these meetings will help promote a daily work environment of individual ownership and involvement that will help ensure the long term viability of our plant.

## ARTICLE II RECOGNITION AND UNION SECURITY

- 2:01 The Company recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours of work and other working conditions, for the Company's hourly-rated employees save and except those employees excluded in Article III.
- 2:02 The word "employee" or "employees" wherever used in this Agreement shall mean any or all of the employees, as the case may be, in the bargaining unit as defined in section 2:01 unless the context otherwise provides.
- 2:03 Where the masculine pronoun is used it shall include and refer to the feminine pronoun.
- 2:04 The Company agrees to deduct once per month from the wages payable to each seniority employee an amount equivalent to the Union dues as may be specified in writing by the Ontario Council, and to remit such deductions to the Financial Secretary of the Local Union prior to the end of the month in which the deduction is made.

Regular monthly deductions will commence from the wages payable to each employee after the completion of the first sixty (60) calendar days of his probationary period.

Should an employee be terminated for any reason prior to the completion of his probationary period, any deduction made under this section shall be returned to the employee.

- 2:05 The Company shall, at the time of making the said remittance, supply a statement showing the name of each employee from whose pay such deduction has been made. A copy of this statement will be left in the Union's plant mailbox.

## ARTICLE III EXCLUSIONS

- 3:01 The term "employee" as used in this agreement includes all employees of the Company with the exception of Shift Leader, persons above the rank of Shift Leader, office staff, guards, technicians, technical staff and field service staff.

ARTICLE IV  
RESERVATION OF COMPANY RIGHTS

4:01 The Union acknowledges that it is the right of the Company to :

(a) Maintain order, discipline and efficiency.

(b) Hire, promote, demote, transfer, suspend, discipline, or discharge for proper cause, any employee subject to the right of the employee to submit a grievance.

(c) Operate and manage its business in all respects in accordance with its obligations and to make and alter, from time to time, rules and regulations consistent with the provisions of the Agreement.

(d) Determine the number and location of plants, the products to be manufactured, methods of manufacturing, schedules of production, types and locations of machines and tools to be used, process of manufacturing and designing of its products, and the control of materials and parts to be incorporated in the products produced.

4:02 Employees outside of the bargaining unit shall not perform the physical or manual work which is normally performed by employees in the bargaining unit, except where such work is for the purpose of instruction, inspection, investigation, experimentation or development.

4:03 The Union recognizes the Company practice of having outside contractors perform work in or about the plant. The Company will, however, maintain its policy of not using outside contractors to replace bargaining unit employees unless it is deemed by the Company to be essential.

4:04 The above functions shall be exercised in a manner consistent with and subject to the other provisions of the Agreement.

ARTICLE V  
NONDISCRIMINATION and CONDITIONS OF EMPLOYMENT

Nondiscrimination

5:01 There shall be no discrimination against any employee for reason of age, race, creed,

colour, sex, marital status, handicap as defined in the Ontario Human Rights Code as amended from time to time, or membership in any organization in accordance with the applicable laws of the Province of Ontario.

Conditions of Employment

- 5:02 (a) Each and every employee has the responsibility to adhere to all plant safety rules as a condition of employment.
- (b) Each and every employee has a responsibility to attend work on a regular basis as a condition of continued employment.
- (c) After a period of twelve (12) calendar months from the last date disciplinary action was issued for attendance problems and where the employee has corrected his attendance, all such references to the disciplinary action taken will be expunged from the employee's record.

ARTICLE VI  
ADDRESSES AND TELEPHONE NUMBERS

- 6.01 The following addresses will be used for mailing of correspondence between the parties:

To the Company:

Owens Corning,  
P.O. Box 3603,  
Guelph, Ontario,  
N1H 6P6

To the Union:

UNITE HERE Ontario Council,  
460 Richmond Street West, Suite 200  
Toronto, Ontario  
M5V 1Y1

- |      |                                     |                    |                |
|------|-------------------------------------|--------------------|----------------|
| 6.02 | EAP (Employee Assistance Plan)      | Guelph at 821-9258 | 1-800-265-8310 |
|      | Employee Business Conduct Help Line |                    | 1-800-241-5689 |
|      | Sun Life of Canada                  |                    | 1-800-361-6212 |
|      | Life Balances Resources             |                    | 1-800-847-5437 |

ARTICLE VII  
UNION ACTIVITIES

- 7:01 Members of the Union shall not, on Company time, conduct Union activities, except as expressly provided in this Agreement, nor shall Union meetings of any kind be held at any time on Company premises without the consent of the Company.
- 7:02 Union bulletins and notices, which have been discussed by the parties, may be posted on bulletin boards provided by the Company. It is understood that any notice or bulletin posted shall not contain any language that might be detrimental to the Company, its representatives or any employee as per the accepted plant guidelines
- 7:03 The Union shall not distribute or present pamphlets, circulars, or petitions, on Company premises during working hours without the approval of the Human Resources representative.

ARTICLE VIII  
REPRESENTATION

- 8:01 The Company shall recognize a UNION COMMITTEE consisting of five (5) members, who shall also serve as the Negotiating Committee. In the event of a lay-off the Committee Members shall have top seniority provided there is work available which they are qualified and willing to do at the established rate of wages for such work. The Union shall notify the Company, in writing, of the names of the Union Committee members and of the names and effective date of changes in the Union Committee.
- 8:02 (a) The President of the Local Union shall upon his request, and subject to the limitations of 8:02 (b) and (c), be placed by the Company on Day Schedule and be paid the Day Schedule rate for his classification.
- (b) In order to be on Day Schedule or to be placed on Day Schedule, the President must occupy any one of the following classifications:
- Forming Dept.: Day Binder Mixer  
Alloy Services
- Fabrication A: Packer Textiles
- Fabrication B: Roving Operator  
Milled Fiber Operation



Any Reinforcing Mat classification when these classifications are on `M', `S', or `T' shift schedules

Maintenance: Any classification except  
Continuous Shift Mechanic and  
Continuous Shift Electrician

Materials Distribution: Storeskeeper

(c) If the President requests to be placed on Day Schedule and he does not occupy one of the classifications noted in (b) above, the granting of his request will be delayed until he transfers into one of the classifications noted in (b) through the provisions of Article XII and Article XVI.

8:03 The Company shall recognize a steward body to be allocated to a department or departments as follows:

(a) Forming Department: 1 Steward per shift. This steward will also represent the Forming Continuous Shift Maintenance employees.

(b) Fabrication 'A' Department: 1 Steward per shift to a maximum of four in the department. These stewards will also represent the Fabrication 'A' Continuous Shift Maintenance employees.

(c) Fabrication 'B' Department: 1 steward per shift in Reinforcing Mat and 1 steward per shift in Roving. The Roving Steward will also represent other Fabrication 'B' operations. These stewards will also represent the Fabrication 'B' Continuous Shift Maintenance employees.

(d) Materials Distribution Department: 1 Steward.

(e) Maintenance Mechanical Department: 1 Steward to represent Day Schedule employees.

(f) Maintenance Electrical Department: 1 Steward to represent Electricians.

8:04 Where a new Department is put into operation or one of the current Departments is changed, the matter of changes in the Steward representation shall be the subject of discussion between the parties and changes made, provided agreement is reached.

8:05 In the event a Steward is transferred to a Department other than the Department he represents, he may continue as a Steward for the Department he is leaving for not more than thirty (30) calendar days or until a new Steward is selected, whichever is shorter.

- 8:06 The Union shall notify the Company in writing of the names of the Stewards and the Department each Steward represents, and of the names and effective dates of any changes of Stewards.
- 8:07 Employees shall not be eligible to serve as members of the Local Union Committee or as stewards until they have been employed for a period of one (1) year.
- 8:08 Committeemen and Stewards, as well as other employees, have their regular duties to perform on behalf of the Company and shall not leave their regular duties or their work area without first obtaining the permission of their foremen or supervisor. They shall also not enter another work area without first obtaining the permission of that area's foreman or supervisor. Upon completing their business in another area, they shall check out of the area through the area's foreman or supervisor. The provisions of this section shall also apply to International Union Representatives.
- 8:09 Committeemen or Stewards shall not absent themselves from their regular duties for unreasonable lengths of time to attend to matters pertaining to the Agreement. In accordance with this understanding, the Company shall compensate Committeemen or Stewards at their regular rates of pay, for time spent during their working hours on business which requires their attention under the provisions of the Agreement.
- 8:10 On the occasions when the Local Union Committee meets with the Company or Company representatives, for the purpose of negotiating a renewal of the Collective Agreement, the Company shall reimburse the Committee Members their normal earnings to a maximum of twelve (12) hours in any twenty-four hour period, should the deliberations between the parties require said members to be off work for a complete shift during the twenty-four hour period adjacent to the meeting.

It will be the Company's intent to reimburse Committee Members for their normal earnings when they attend a negotiating meeting on the following basis. The rule of thumb to be applied is to ensure that each member has a minimum period of 12 hours rest preceding and following each meeting, therefore any regular scheduled hours of work falling in this time frame will be reimbursed.

Further, in the event the negotiating schedule is such that the Committee Member would attend meetings on all of his regular days of rest, the Company will reimburse him for the first scheduled shift after these meetings. This only applies to Continuous Shift Committee Members.

- 8:11 At any meeting between the Company and the Local Union Committee, such committee shall be entitled to have present a representative or representatives of the Ontario Council.
- 8:12 If an employee is called into any office for the purpose of formal discipline, or for a personal or fact finding discussion that may lead directly to discipline, the employee may request a Union Committee member, preferably a Union Steward, and such request will

be granted.

(a) The employee will be informed of the purpose of such discussion before entering any office, including the possibility of subsequent disciplinary action.

(b) If the employee declines such representation the employee must confirm his decision in writing.

8:13 A warning letter will be delivered to the employee concerned while at work under normal circumstances. The Company, however, may direct a warning letter to the employee's residence if circumstances so warrant.

## ARTICLE IX

### SETTLEMENT OF DIFFERENCES

It is understood that in any work situation, questions, misunderstandings and various problems may arise. Employees are encouraged to discuss any questions or concerns they may have with their Supervisor. Both parties agree that, prior to submitting a grievance an employee must have tried to resolve the problem with Management by dealing with them as they arise. In these situations Management and Union representatives must act responsibly to find a solution that is mutually beneficial and not just assume a representative role without properly acknowledging the facts.

### GRIEVANCE PROCEDURE

9:01 It is the desire of the parties that complaints of employees be adjusted as quickly as possible. If an employee has any complaint or question he wishes to discuss with the Company, he shall first take it up with his immediate Shift Leader who will attempt to solve the problem. It is understood that the Shift Leader's solution shall not be considered to be precedent setting.

9:02 It shall be optional to the Company to decline to consider any grievance, the alleged circumstance of which occurred more than fourteen (14) calendar days (excluding recognized holidays and vacations) prior to its presentation.

9:03 The following grievance procedure steps shall apply. For the purpose of this Article the term "working day" is defined as a day on which all parties concerned are scheduled to work.

Step 1: An employee who believes he has a grievance shall first present it to his Steward, in writing, on the forms supplied by the Union. The Steward and the Grievor shall present the grievance to the Grievor's Shift Leader.

Within four (4) working days after the date the grievance was received, the Department

Manager or his designate shall hold a meeting with the Shift Leader, the Grievor and his Steward. Within four (4) working days after the date of the hearing, the Department Manager or his designate shall give his decision in writing.

Step 2: If the decision of the Department Manager or his designate is not satisfactory, an appeal may be lodged by the Union Committee with the Human Resources Manager or his designate within five (5) working days after the date the decision was received.

Within ten (10) working days after the date the appeal was received, the Human Resources Manager or his designate shall arrange a meeting date to discuss the grievance between Management representatives, the Union Committee and the employee's Steward. Within five (5) working days after the date of the meeting, the Company shall give its decision in writing.

Step 3: If the Company's decision is not satisfactory, the Union may, by written notice within thirty (30) calendar days after the date the Company's decision was received, advise the Company of its intent to proceed to arbitration. In said written notice, the Union shall propose its nominees to act as sole arbitrator to hear the grievance.

Should the Union's nominees be unacceptable, the Company shall propose alternate names. If the parties cannot agree on the selection of an arbitrator within fifteen (15) calendar days after the date the Union's written notice was received, either party may request the Ontario Minister of Labour to appoint one. The decision of the arbitrator shall be final and binding on both parties.

9:04 The time limits specified in the foregoing steps of the grievance procedure may be extended by mutual agreement using the forms provided for this purpose.

9:05 No grievance may be submitted to an arbitrator (other than a policy grievance or a grievance alleging improper discharge) which has not been properly carried through all previous stages of the grievance procedure, and no person may be appointed as an arbitrator who has taken part in an attempt to settle the grievance. The expenses of the arbitrator shall be shared jointly by the Company and the Union.

9:06 In the event a grievance is referred to an arbitrator for arbitration, the arbitrator shall not alter, add to, subtract from, modify or amend any part of the Agreement.

9:07 At any stage of the grievance procedure, including arbitration, the conferring parties may have the assistance of the employee or employees concerned and any witnesses. All reasonable arrangements shall be made to permit the conferring parties to have access to the Plant to view disputed operations or to confer with necessary witnesses.

9:08 A policy grievance arising directly between the Company and the Union may be submitted by either party at Step 2 and failing its satisfactory disposition may then be referred to an arbitrator as provided in this Article.

- 9:09 (a) A discharged employee shall be allowed to confer with a Committee member before leaving Company premises and he may present a grievance, in writing, to his Committeeman. The Committeeman may then or within five (5) calendar days after the day of discharge (exclusive of Saturday, Sunday, recognized holidays or vacations) present such grievance to the Human Resources Manager or his designate. The grievance shall then be processed in accordance with the procedure outlined in Step 2 of the grievance procedure except that Management shall give its decision in writing within three (3) calendar days (exclusive of Saturday, Sunday, recognized holidays or vacations) after the day the meeting was held to discuss the employee's discharge.
- (b) The discharge of an employee who has acquired seniority rights may be settled under the grievance or arbitration procedure by:
- (i) Confirming Management's action in dismissing the employee.
  - (ii) Reinstating the employee with full compensation for time lost.
  - (iii) By any other arrangement which may be deemed just and equitable.
- 9:10 Except as provided in section 9:04, any grievance not answered within the time limits defined in this Article shall be considered settled in favour of the Grievor or withdrawn by the Union.

## ARTICLE X MEETINGS

- 10:01 The Negotiating Committee shall meet with the Company, as provided in Article XXXIII for the purpose of negotiating amendments to or modifications of any provision of the Agreement.
- 10:02 The Union Committee shall meet with the Company on matters concerning the administration of the Agreement, and to negotiate amendments to, or modifications of any provision of the agreement. Any amendments or modifications will be suitably posted for 30 calendar days.
- 10:03 The Union Committee shall be entitled to have a representative or representatives of the International Union present at any meeting with the Company.

10:04 Meetings between the parties shall be held when mutually agreed upon.

## ARTICLE XI SENIORITY

- 11:01 During the first ninety (90) calendar days of employment, an employee shall be considered to be on probation. However, if the employee is absent during this period, then the probationary period shall be extended by the number of calendar days required to make up the missed shifts. He shall acquire seniority after completing the probationary period, provided such period does not exceed five (5) consecutive months. His seniority date shall be backdated to his most recent hiring date.
- 11:02 A probationary employee who completes intermittent employment to the extent of ninety (90) calendar days within a period of six (6) consecutive months shall be considered to have completed his probationary period and shall acquire seniority. His seniority date shall be back-dated to his most recent hiring date.
- 11:03 The dismissal of a probationary employee shall be at the sole discretion of the Company and shall be deemed to be for just cause. The Company shall inform the Union Committee of the pending dismissal of a probationary employee and the reason(s) for such dismissal.
- 11:04 The seniority of an employee shall cease and his employment shall terminate for any of the following reasons:
- (i) When an employee voluntarily terminates his employment in writing with the Company.
  - (ii) When an employee terminates his employment verbally to his Shift Leader and does not reverse his decision at least six (6) hours after the start of his next regularly scheduled shift.
  - (iii) When an employee is discharged and not reinstated, such discharge shall take place in the presence of a Local Union Committee Member, or a Steward if a Committee Member is not available.
  - (iv) When an employee is laid off and does not acknowledge the Company's recall notice as specified in Article XV of the Agreement.
  - (v) When an employee is absent from work for three (3) or more consecutive working days without notifying the Company with a satisfactory explanation.

(vi) When an employee is laid off for twenty (20) consecutive calendar months without being recalled to work within this period.

(vii) When an employee is retired under the Company Pension Plan.

11:05 (a) Seniority shall be allotted to employees on a departmental basis as follows:

(i) Forming Department - to include classifications,

Alloy Services  
Furnace Operator  
Binder Mixer  
Batch House Operator  
Utility Operator-Forming  
Bushing Heat Control Man  
Bushing Operator  
Wet Chop Bushing Operator  
Yarn Checker-Forming  
Winder-Forming  
Wet Chop Operator/Winder  
Reconditioner-Forming  
Production Attendant\*  
Plant Services\*

(ii) Fabrication A Department - to include classification,

CFM Operator

(iii) Fabrication B Department - to include classifications,

CSM Machine Operator  
Reinforcing Mat - CSM  
Roving Operator  
Creel Operator-CSM  
Inspector-CSM  
Fabrication Operator – CSM  
Packer Textiles  
Slitter  
Fabrication `B' Utility Cleaner  
Fabrication 'B' Utility Operator

(iv) Maintenance Department - to include classifications,

Maintenance Electrician

Maintenance Mechanic  
Carpenter-Painter  
Tool Crib Attendant  
Maintenance Utility  
General Labour\*

- (v) Materials Distribution Department - to include classification,  
Storeskeeper

The Job Classifications indicated by an asterisk (\*) are considered as not requiring training.

11:06 (a) The Company will endeavor to advise the local Union at least 3 months in advance about the details of any major technological change.

(b) The allocation of new classifications to existing Departments or to new Departments shall be based on operational relationships. If the Local Union considers the operational relationships inappropriate, this matter may be the subject of a grievance to be submitted at the final step of the Grievance Procedure.

11:07 Copies of Seniority Lists shall be revised and posted in a suitable place every three (3) months. Copies of all Seniority Lists shall be provided to Union Committee members and the International Union office.

11:08 Temporary changes or adjustments of the seniority provisions of the Agreement may be required during shutdowns occasioned by other major repairs (not referred to in 11:09). In these instances any proposed changes shall be discussed between the Company and the Union and be subject to their agreement.

11:09 The parties agree that during shutdowns occasioned by furnace rebuilds/repairs/modifications, the following temporary changes to seniority provisions are necessary and desirable:

(a) Employees on the Seniority Lists affected by the shutdown will be entitled to exercise their rights under 13:01(a), (b), (c), and (d).

(b) Having completed 11:09(a), the employees identified for temporary layoff will be utilized as a rebuild/repair/modification crew, as required by the Company, and shall retain seniority on their individual seniority lists during the period of rebuild/repair/modification. Employees retained must be able to perform the work required.

(c) Employees utilized in 11:09(b) shall retain the basic hourly rate of pay of their



regular job classification during the period of rebuild/repair/modification.

(d) (i) Employees utilized in 11:09(b) shall work during the required period on an appropriate shift schedule and be paid any shift premiums and weekend continuous shift premiums which may be applicable.

(ii) Employees identified in 11:09(b) who are not required for a rebuild/repair/modification crew, or those whose rebuild/repair/modification work has been completed, shall be placed on temporary layoff until the rebuild/repair/modification work has been fully completed and production resumed. The temporary layoffs will be in accordance with 11:09(e) time limits.

(e) The period of temporary layoff should not normally exceed twenty-one (21) calendar days, the following excepted:

(i) Thirty five (35) calendar days for a twenty (20) bushing furnace abnormal rebuild/modification.

(ii) Forty two (42) calendar days for greater than a twenty (20) bushing furnace normal rebuild.

(iii) Forty nine (49) calendar days for greater than a twenty (20) bushing furnace abnormal rebuild/repair/modification.

(f) (i) Employees who exercise their rights under 13:01 (a), (b), (c), and (d) (as outlined in 11:09(a) above) shall return to their previous classification and shift (providing a labour adjustment associated with a product mix change was not announced prior to the shutdown) at the end of the shutdown in a manner that provides for maximum efficiency.

(ii) During the period of temporary layoff, the employees affected shall retain seniority on their individual seniority list and be recalled to their former job classifications and shift (providing a labour adjustment associated with a product mix change was not announced prior to the shutdown) in a manner that provides maximum efficiency for return to normal production. All benefits for which an employee is eligible shall be maintained during the period of temporary layoff except Weekly Indemnity.

(g) Upon request, certain employees may be allowed to take all or a portion of their annual vacation entitlement (in units of one (1) week periods only) during the period of the rebuild/repair/modification. The Company reserves the right to refuse or restrict this privilege to any employee or group of employees whose absence could, in the Company's opinion, impair general efficiency.

11:10 (a) The names of student employees, hired on a temporary basis, shall be placed on a

separate Seniority List to be attached to the Plant Seniority Lists.

(b) In the event of a reduction in the work force as described in Article XIII of the Agreement, student employees whose names appear on the separate student Seniority List will be terminated before any other employee is displaced.

(c) On completion of their assignments, students will be terminated. However, a student employee may request that he be retained in employment, and if employment is granted by the Company his seniority will be back-dated to his most recent hiring date and his name will be placed on the Seniority List for the Department in which he is retained. At the same time he will become eligible to participate in the Plans enumerated in Articles XXX and XXXI of this Agreement.

(d) The experience acquired while employed as a student shall not be considered in assessing eligibility for transfers, promotions, job postings and/or reduction in the work force.

11:11 It is the Company's intention in any given year to employ students from April 15th to September 30th, plus the two week period which includes both Christmas and New Years Day.

## ARTICLE XII TRANSFERS AND PROMOTIONS

Where there is a simultaneous requirement to implement Article XII-Transfers and Promotions, and Article XIII - Reduction in Work Force, all labour moves required under Article XII will be planned before Article XIII is put into effect.

12:00 The experience of rehired employees acquired while in the previous employ of the Company shall not be considered in assessing their eligibility for Transfers, Promotions, or Job Postings.

12:01 A Job Opportunity List (JOL) will be maintained by the Human Resources Department.

(a) An employee with seniority may record in writing, classifications within his own department to which he wishes to transfer and/or a shift transfer within his own classification should a vacancy occur. If the Company's operation would be adversely affected, the request for shift transfer may be denied.

(b) An employee with a least 1 year seniority may record in writing, classifications outside his own department to which he wishes to transfer provided:

i) there is not a more senior non-restricted employee on layoff at the time.

ii) he has not exercised a JOL move to another department within the last six months.  
This does not apply if an employee was subsequently displaced from a Seniority

List through the application of Article XIII, Reduction in Work Force.

Employees are encouraged to record only those classifications to which they would transfer if a vacancy occurred.

It is the individuals' responsibility to place his name on the JOL, and such name will be retained on the list for twelve (12) months.

Only those names on the JOL will be considered for transfer.

When an employee is contacted either by telephone or in person regarding such a transfer, he will be given up to 12 hours to advise re his decision to transfer.

12:02 In dealing with promotions, upgradings, or the transfer of employees, the following procedures shall apply based upon classification groups and training levels (excluding reductions covered by Article 13 Reduction in Work Force):

- (a) Employees having their names on the JOL for shift transfer within his classification shall be selected first to fill the opening in order of seniority prior to the application of subsections (b), (c) and/or (d).
- (b) Employees will be placed in the appropriate training level, either Active or Inactive as outlined below, based upon when they last performed work within the specific classification.

Group A – Furnace Operator, Binder Mixer, Batch House Operator, CFM Operator, CSM Machine Operator.

The recognized Training Levels within Group A will be:

Active – previously trained and have worked in the classification within the last two (2) years

Inactive – previously trained but have not worked in the classification within the last two (2) years

Group B – CSM Inspector, Yarn Checker, Alloy Services, Storeskeeper, Bushing Heat Control Operator, Rollup Operator CSM, CSM Fab Operator, Utility Operator, Bushing Operator, Winder, Wet Chop Operator-Winder, Packers, Roving Operator, Reconditioner, Creel Operator

The recognized Training Levels within Group B will be:

Active – previously trained and have worked in the classification within the last three (3) years

Inactive – previously trained but have not worked in the classification within the last three (3) years

Employees will be permitted to decline a vacation relief opportunity in a classification for which they have Active training skills. However, if the Company is required to train another employee for the vacation relief opportunity on the shift, the employee(s) who declined will be placed in the Inactive training level for the purposes of out of classification overtime.

Out of classification overtime will only be offered to those employees who have Active training skills.

(c) For all classifications:

(i) Employees on the JOL within the department with sufficient experience (Active or Inactive training skills) will be selected first to fill the vacancy in order of seniority, then

(ii) Employees outside the department with sufficient experience (Active or Inactive training skills) and employees within the department who have related experience applicable to the vacancy and who have the necessary qualifications, ability and physical fitness to perform the work required, will be selected to fill the vacancy in order of seniority, then,

(iii) All other employees in order of seniority, provided they have the necessary qualifications, ability and physical fitness to perform the work required will be selected to fill the vacancy, then,

(iv) Other means including hiring.

(d) If an employee with Inactive training skills is selected for the vacancy through the application of this article, the training requirement will be assessed and determined by appropriate supervision.

(e) (i) When possible, the JOL will be used to offer vacation relief assignments within a department after employees with Active training skills requiring the relief have been canvassed.

(ii) Only employees within the department requiring the vacation relief will be considered for relief assignments, Group A classifications excepted of Furnace Operator, Binder Mixer and Batch House Operator excepted (ie. may solicit outside department for employees with Active Training skills).

(iii) If the JOL is used, and the senior employee on the JOL who requests the relief assignments is on another shift, he may transfer shifts, only if an employee on the shift requiring the relief and in the same classification as the potential relief

employee, volunteers to transfer shifts.

(iv) No restriction shall be imposed if an employee refused to accept an assignment that required a shift transfer.

(f) An employee will normally only be allowed to perform vacation relief assignments for one classification.

12:03 Openings which cannot be filled through the application of sections 12:01 and 12:02 may be filled by other means, including hiring.

12:04 (a) An employee who confirms his intent to transfer under the JOL and who reverses his decision shall not be considered for transfer under the JOL for six (6) months except for the following situations:

(i) He reverses his decision prior to moving into the new position, or the transfer of his seniority, for acceptable medical reasons.

(ii) In the judgement of the Company he is unable to satisfactorily perform the job.

(b) A continuous shift employee who transfers via the JOL to a classification in which there is more than one shift schedule in effect, may select a continuous shift schedule provided his seniority so allows.

(c) As a result of any initial inter-departmental JOL transfer, there can be two (2) subsequent inter-departmental JOL moves. If the Company's operation would be adversely affected, a restriction may be applied to allow no more than three (3) employees to transfer by means of the provisions of the JOL, from any one (1) department during a labour adjustment.

12:05 (a) An employee transferred from one Seniority List to another, through the application of this Article, shall retain his seniority on his former Seniority List for a period of seventy-two (72) worked hours in the new classification. On the expiry of this period, his seniority shall be credited to the Departmental List to which he is transferred, unless this period is extended by mutual agreement between the parties.

For any JOL transfer in which an employee opts to return to his former classification before his seniority transfers, any experience acquired, shall not be considered for future transfers, promotions, or a reduction in workforce.

(b) The above notwithstanding, an employee transferred to a new classification in which he has Active or Inactive training skills (excluding \* jobs he has not previously occupied) through the application of this Article, shall have his seniority transferred to his new Department List immediately. If the employee requests to review the contemplated new job prior to making his decision to transfer, he will be given a maximum of one (1) hour

to review it with supervision of the new classification.

12:06 When an employee's state of health is such that he can no longer perform his normal duties satisfactorily, and it is recommended in writing by his Doctor (and verified by the Company Doctor) that he be transferred from his normal job for health reasons, the following procedure shall apply:

(a) The restricted employee shall be displaced from his position and the resulting vacancy filled through the application of 12:02.

(b)(i) The restricted employee will be allowed to displace the most junior employee of all those classifications of a comparable shift for which the restricted employee has Active or Inactive training skills, provided his seniority so allows, and he has been medically cleared by his Doctor and verified by the Company Doctor, to perform the work required.

(ii) If 12:06(b)(i) is not applicable, then the restricted employee will be allowed to displace the most junior employee in the plant, seniority allowing, in a classification in which he has been medically cleared by his Doctor, and verified by the Company Doctor, to perform the work required. Training will be provided.

(c) The employee displaced in (b) above shall be allowed to exercise his rights under the provisions of Article 13. Any further employees affected by the application of this subsection shall also be allowed to exercise their rights under the provisions of Article XIII.

(d) If the restricted employee cannot be placed through the application of this section, then he shall be placed on the Inactive Seniority List (provided he is not receiving wages from other employment or refuses rehabilitative training as offered by the Workers' Compensation Board), and the Company shall advise him of any future openings which he could perform.

(e) An employee having at least three (3) years' seniority who cannot be assigned to another job through the application of sub-sections (a), (b), or (c), and who is ineligible for the Inactive Seniority List, may be placed on lay-off.

12:07 (a) An employee temporarily assigned to another job (including assignment due to a temporary disability covered by Worker's Compensation) shall receive the rate of the job to which he is transferred or the rate of the job from which he is moved, whichever is the higher.

A temporary assignment shall not exceed ninety (90) calendar days (excluding vacations and recognized holidays) unless extended by mutual agreement between the parties.

(b) Notwithstanding the provisions of sub-section (a), an employee, if transferred for any of the following reasons, shall receive the current rate of pay for the job to which he is transferred:

- (i) Transferred at his own request.
- (ii) Transferred in lieu of lay-off.
- (iii) Transferred on a Doctor's recommendation.

(c) The following procedure will be used in filling temporary assignments:

1. If the vacancy is expected to be twenty-one (21) calendar days or less, overtime will be called within the classification unless the need can be accommodated among the regularly scheduled employees.
2. If there is sufficient reason to expect that the vacancy will exceed twenty-one (21) calendar days, the Company will fill it with a temporary assignment using the following procedure.
  - (a) Designated vacation relief on the shift requiring the temporary assignment will be solicited.
  - (b) Trained (Active or Inactive training skills) volunteers on the shift requiring the temporary assignment will be solicited next, in order of seniority.
  - (c) If the requirement cannot be filled by (a) or (b) above, trained (Active or Inactive training skills) volunteers on the corresponding\* continuous shift schedule will be solicited next, in order of seniority.
  - (d) If for valid reasons the requirement cannot be filled by (a), (b) or (c) above, the Company reserves the right to select an employee for the temporary assignment.
  - (e) The Company will advise the Union of the manner it will fill the vacancy in advance, as per Article 12:12.

\*A and B shifts are corresponding shifts and C and D shifts are corresponding shifts.

12:08 Should an opening occur on a shift, day schedule employees will be given first consideration in order of seniority, provided the efficiency of the operation is not adversely affected.

12:09 (a) An employee off work due to sick leave, leave of absence, Worker's Compensation, or vacation shall be returned to his former classification upon his return to work provided he can continue to perform the work required, or he may exercise a move to another classification which he had previously requested on the JOL and for which he would have been selected had he been at work, seniority allowing.

The above notwithstanding, any employee absent from work due to sickness and/or accident for a period in excess of six (6) months, or when it is known to the Company that the employee will be absent for a period in excess of six (6) months shall have his seniority transferred from his Departmental Seniority List to the Inactive Seniority List in accordance with the provisions of 12:06(d).

(b) Upon the return to work of an employee whose name is on the Inactive Seniority List, the following procedure shall apply:

(i) The employee will be entitled to displace the most junior employee within his former classification provided his seniority so allows and he has been medically cleared by his Doctor verified by the Company Doctor, and where applicable verified by WCB to perform the work required.

(ii) If (i) is not applicable, the employee will be allowed to displace the most junior employee of all other classifications which the employee previously performed, provided his seniority so allows, and he has been medically cleared by his Doctor, verified by the Company Doctor, and when applicable verified by WCB to perform the work required.

(iii) If (ii) is not applicable, then the employee will be allowed to displace the most junior employee in all those classifications, seniority allowing, which he has been medically cleared by his Doctor, verified by the Company Doctor, and where applicable verified by WCB to perform the work required. Training will be provided.

(c) The seniority of the employee who accepts an assignment to relieve another employee who is off work due to sick leave or leave of absence or to relieve employees who are on vacation, shall not be transferred, and he shall be returned to his former classification upon completion of the assignment.

(d) The provisions of this section are not applicable when the employees referred to in sub-sections (a), (b), and (c) above are affected by a lay-off or a reduction in the work force during the period.

12:10 Report of JOL transfers will be forwarded to Union.



12:11 Copies of temporary transfer forms for sickness relief, the duration of which is expected to exceed twenty-one (21) calendar days, will be supplied to the Union.

12:12 The following procedures will be followed in filling short-term assignments.

1. If a particular classification requires additional labour, and this need can be accommodated among the regularly scheduled non-overtime employees from any other classification, volunteers must be solicited among the employees who can perform the work required (Active or Inactive training skills).

2. If no volunteers are forthcoming, the most junior trained (Active or Inactive training skills) employee (regular scheduled or on overtime) in the applicable classification will be re-assigned to the job.

3. If the requirement cannot be filled in the above manner, overtime will be solicited in accordance with practice and in compliance with the Collective Agreement.

4. If the most junior trained (Active or Inactive training skills) employee is reassigned to another classification, for more than half his regular shifts in any given month, and there is a more junior untrained employee on the shift, the Company will provide training to the most junior untrained employee, or a more senior volunteer on the shift, to accommodate the requirement. If the requirement is in the Forming Department, the training will be as Production Attendant\* or Winder Operator only.

5. Overtime will not be planned for any classification with the pre-conceived intent of transferring employee(s) to short term assignments elsewhere.

6. If the requirement cannot be accommodated through the utilization of 1, 2, or 3, above, trained (Active or Inactive training skills) employees outside the classification will be solicited.

7. The Company assures the Union of its intent to extend every effort to ensure compliance with this procedure.

### ARTICLE XIII REDUCTION IN WORK FORCE

13:01 When circumstances require a reduction in the number of employees within a classification, the following procedure shall apply:

- (a) (i) An employee with the most seniority of those affected by the reduction in the classification shall displace the most junior employee in another classification within the same Seniority List, provided his seniority so allows and he can continue to perform the work required.

(ii) If the reduction results in the classification changing from Continuous Shift to a non-Continuous Shift, then senior employees being retained in the classification may, in order of seniority, be allowed to exercise any "bump" that the junior employee(s) could have exercised under 13:01 (a) (i) or 13:01 (d), provided the senior employee is capable of continuing to perform the work required.

(iii) It is acknowledged by the parties that Winder relief must also be accommodated by Production Attendants\*. A Production Attendant\* who cannot function satisfactorily as a relief Winder after the normal period of training, will be removed from the classification.

The preceding paragraph also applies to Article 12 – Transfers and Promotions.

(b) An employee so displaced shall in turn displace the most junior employee in another classification within the same Seniority List, provided his seniority so allows and he can continue to perform the work required.

(c) Notwithstanding (a) and (b) above, an employee displaced from a day job ("E" shift) through the provisions of this Article, shall have the following options:

To displace the most junior employee on any Seniority List on a day job ("E" shift) not requiring training (\*) provided his seniority so allows.

OR

To displace the most junior employee in any classification on any Seniority List (Maintenance skilled classifications excepted), provided his seniority so allows and he can continue to perform the work required.

(d) An employee displaced from a Departmental Seniority List, having previously exhausted all possible options within his own Seniority List as detailed in (a) and (b) of this section, shall be entitled to displace the most junior employee in any classification on any Seniority List (Maintenance skilled classifications excepted), provided his seniority so allows and he can continue to perform the work required. If more than one shift schedule is in effect in the classification, said employee may select his schedule provided his seniority so allows.

(e)(i) An employee displaced from a Departmental Seniority List, having previously exhausted all possible options as detailed in (a), (b), (c), and (d) of this section shall be entitled to displace the most junior employee in any of the Seniority Lists (Maintenance skilled classifications excepted) provided his seniority so allows and he has the physical fitness to perform the work required and shall be trained to perform such work.

(e)(ii) An employee displaced from a Departmental Seniority List, having previously exhausted all possible options as detailed in (a), (b), (c), (d), and (e)(i),

who cannot perform the work required due to physical restrictions as confirmed by his Doctor, verified by the Company Doctor and where applicable verified by the WCB will be allowed to displace the most junior employee of all those classifications on a comparable shift, provided his seniority so allows, and he can perform the work required as medically cleared by his Doctor, verified by the Company Doctor and where applicable verified by the WCB. Training will be provided.

If placement on a comparable shift is not applicable, then the restricted employee will be allowed to displace the most junior employee in the plant, seniority allowing in a classification in which he can perform the work required as medically cleared by his Doctor, verified by the Company Doctor and where applicable verified by the WCB. Training will be provided.

(e)(iii) If the restricted employee cannot be placed through the application of this section, then he shall be placed on the Inactive Seniority List (provided he is not receiving wages from other employment or refuses rehabilitative training as offered by the Workers' Compensation Board) and the Company shall advise him of any future openings which he could perform.

(e)(iv) An employee who cannot be assigned to another job through the application of 13.01(e) and who is ineligible for the Inactive Seniority List, may be placed on layoff.

(f) An employee entering another Department through the provisions of this Article, shall have his seniority transferred as of the date of the transfer.

(g) An employee displaced from his Department through the application of this Article, shall not transfer to another Department under the provisions of Article XII-Transfers and Promotions while a more senior non-restricted employee is on lay-off.

13:02 In the event a reduction of work results in a layoff, probationary employees shall be the first to be laid off.

13:03 Employees laid off shall for the purpose of recall, be provided with a form by the Human Resources Department on which they shall indicate the jobs they can reasonably perform. Employees who have indicated the jobs they can reasonably perform, on a form provided by the Human Resources Department, shall under certain circumstances be allowed to place themselves on lay-off.

13:04 In the event of lay-off for reasons other than those listed in Article XIX of the Agreement section 19:01 (a), (b), (c), and (d), the Company shall give at least seven (7) calendar days notice to the employees affected.

13:05 Whenever two (2) job classifications are combined into a single new classification, any employee who has been classified in either job during the previous five (5) years shall be allowed to displace a more junior employee in the new classification if he is affected by a reduction in the work force.

13:06 On occasions that scheduled maintenance of electrical equipment necessitates a power outage, employees affected shall be laid off for a period not in excess of one-half of their regular shift and shall not be eligible to displace other employees under the provisions of this Article.

13:07 In the event of a total plant closure, the Company agrees to pay a severance payment for all employees (except those on the Inactive Seniority List) at the rate of one (1) weeks regular pay per year of service to a maximum of twenty-six (26) weeks of pay. Employees with more than twenty-six (26) years of service shall receive an additional one-half (1/2) weeks pay for each year of service beyond twenty-six (26) (partial years of service will be included in the calculation of total severance pay).

The Company will provide three (3) months notice to Union in the event of total plant closure.

#### ARTICLE XIV DISCONTINUED JOBS

14:01 When a department or operation ceases to function permanently and jobs are discontinued, any employee affected, if his seniority so allows, shall be entitled to bump to another job provided he has had previous experience on the job and is physically able to continue the work required.

14:02 In the event an employee cannot be placed on a job under the terms of section 14:01, the employee shall be entitled to displace the most junior employee in any of the Seniority Lists (Maintenance skilled classifications excepted) and shall be trained to perform the work required.

14:03 The question of which Seniority List the employee shall be entitled to displace in, shall be subject to discussion between the Company and the Union Committee, giving the employee preference if practicable. Failing mutual agreement in such instances, the most junior employee of all Seniority Lists (Maintenance skilled classifications excepted) shall be displaced.

#### ARTICLE XV RECALL

When recalling seniority employees from lay-off, they shall be recalled on the basis of plant-wide seniority subject to the following rules:

- 15:01 An employee due for recall having previously indicated the jobs he can reasonably perform, shall be notified when suitable openings occur, and according to his seniority shall be offered employment at the prevailing rate of wages for the position available. An employee who refuses an offer of employment in any of the jobs he had previously indicated he could reasonably perform will automatically terminate his employment.
- 15:02 When an employee's state of health is such that he is unable to perform the regular duties of the recall position, the affected employee's recall rights shall be frozen until he is medically cleared by his doctor and verified by the company doctor and where applicable verified by WSIB to perform the work required.
- 15:03 When it is not possible to contact an employee by telephone or by messenger, notice of recall shall be sent by registered mail to the last address recorded by the employee with the Human Resources Department.
- 15:04 Employees notified to return to work shall report on the date and time specified in the notice.
- 15:05 An employee, when notified by registered mail of recall from lay-off shall advise the Human Resources Department of his intention to return to work within three (3) calendar days of receipt of such notice. His position on the Seniority List shall be maintained for seven (7) calendar days (exclusive of recognized holidays and vacations) from the mailing date of the recall notice. Should the employee not return to work at the expiry of the seven (7) calendar day period, his name shall be deleted from the Seniority List unless he has furnished in writing an explanation satisfactory to the Company outlining why it was impossible for him to comply.
- 15:06 When required, a junior employee may be recalled before a senior employee for training purposes. The period of training will not exceed six (6) shifts worked. The Union Committee shall be notified in advance of such recalls.
- 15:07 Temporary Recalls
- (i) When an employee's state of health is such that he is unable to perform the regular duties of the recall position, the affected employee's recall rights shall be frozen until he is medically cleared by his doctor and verified by the company doctor and where applicable verified by WSIB to perform the work required.
  - (ii) For the purpose of temporary recall assignments volunteers will be solicited in order to perform the work required to accommodate the temporary recalled employee.
  - (iii) If accommodation through volunteers cannot be fulfilled the parties agree to meet with a view to determining the most efficient method of resolution.

- (iv) Temporary recalls need to be discussed and reviewed between the parties every three months.
- (v) Notwithstanding the terms of Article XII, an employee recalled from lay-off to a temporary assignment will not be eligible to enter his name on the JOL.

ARTICLE XVI  
JOB POSTING

16:01 (a) Notice of vacancies shall be posted on designated Bulletin Boards for the following occupations:

Day Schedule Occupations.  
New Occupations.  
Skilled Maintenance Occupations including Apprentices.  
All Shipping and Stores Occupations.

(i) Notice of such vacancies shall be posted from 12:00 noon to 12:00 noon for seven (7) calendar days.

(ii) Additionally, a Job Posting List (JPL) will be maintained by the Human Resources Department to allow employees to record in writing those occupations to which they wish to transfer should a vacancy occur.

It is the individual's responsibility to place his name on the JPL and such names will be retained on this list for twelve (12) months.

(b) Temporary requirements for sickness (greater than five (5) calendar days) or vacation relief in "E" shift classifications not requiring training shall be posted. Applications will be accepted from employees except those in the following classifications: Furnace Operator, Binder Mixer, Batch House Operator, Alloy Services, CFM Operator, and CSM Machine Operator (Maintenance skilled classifications excepted).

Temporary Job Postings for the purpose of sickness (greater than five (5) calendar days) or vacation relief in all other "E" shift classifications shall be restricted to:

(i) Shift employees in the department where the requirement occurs.

(ii) If the vacancy is not filled by the application of (i) above, applications will be considered from shift employees in other departments, and from "E" shift

employees (Maintenance skilled classifications excepted).

16:02 Notwithstanding the provisions of Article XII, applicants shall be selected to fill such vacancies under the following step system:

(1) Employees with sufficient experience shall be selected first to fill the openings in order of seniority.

(2) If a sufficient number of employees is not available for the openings to be filled through the application of step (1), employees shall be selected on a seniority basis for training, provided they have the necessary qualifications, ability, and physical fitness to perform the work required.

(3) In the event no suitable applications are available, the vacancy shall be filled by other means.

16:03 (a) An employee selected for a job posted vacancy under the terms of this Article shall retain his seniority on his former Seniority List for a period of twelve (12) calendar days excluding absences, vacations, or recognized holidays.

(b) The above notwithstanding, an employee selected for a job posted vacancy for which he is considered trained (excluding \* jobs he has not previously occupied) under the terms of this Article shall retain his seniority on his former Seniority List for a period of three (3) working days excluding absences, vacations, or recognized holidays.

16:04 (a) When an employee is selected for a job posted vacancy, he shall be ineligible to apply for another posted vacancy for a period of three (3) months from the date of acceptance.

(b) An employee who accepts a job posted vacancy under this Article and who reverses his decision within the time limits specified in 16:03 (a) and (b) will be restricted from applying for further posted vacancies for a period of three (3) months except for the following situations:

(i) He reverses his decision prior to moving into the new position in order to exercise a JOL move.

(ii) He reverses his decision prior to the transfer of his seniority for acceptable medical reasons.

(iii) In the judgement of the Company he is unable to satisfactorily perform the job.

- 16:05 Notwithstanding the provisions of section 16:04, an employee placed on a job as a result of a posting who is subsequently moved from this job due to the application of the provisions of Article XIII, shall have the option to return to that job if it again becomes vacant within a period of forty (40) calendar days (excluding vacations and recognized holidays) from the date he was moved off that job. Should the employee exercise this option, the vacancy shall not be posted.
- 16:06 An employee restricted by the above mentioned three (3) months period shall be considered released from this obligation should any of the following circumstances occur during the three (3) months period.
- (a) The elimination of the operation or job.
  - (b) The operation or job changes from a day schedule to a shift schedule.
  - (c) The employee is moved off the job due to the application of the provisions of Article III.
- 16:07 The Company shall not be obligated to post notice of any job the duration of which is less than seven (7) working days, unless extended by mutual agreement between the parties.

ARTICLE XVII  
WAGES, HOURS OF WORK,  
LUNCH AND REST PERIODS

- 17:01 Classification and wage rates shown in Appendix "A" of the Agreement, shall remain in effect for the duration of this Agreement, subject to the provisions of section 17:02.
- 17:02 The Company shall inform the Union of the establishment of new or changed classifications of work and the subsequent revisions to the Appendix. If the Union does not consider the rate proper, a grievance may be lodged at Step 2 of the Grievance procedure in the Agreement. If this matter is appealed to an arbitrator, his jurisdiction shall be confined to confirming the rate, or applying another rate which would be an equitable rate based on the existing rate structure for the various job classifications shown in the Appendix.



17:03 For calculation purposes, the working day shall commence at 7:00 a.m. The working week shall commence Sunday at 7:00 a.m.

The Company and or individual employee is responsible for reporting, within the subsequent pay period or as soon as possible, any concerns with the calculation of pay. After notification each employee understands and hereby authorizes that any incorrect overpayment will be corrected during the four (4) subsequent pay periods with the return of the net overpayment.

17:04 The following are the regular hours of work and work schedules:

- (a) Day Schedule - 'E' Shift  
Forty (40) hours per week.  
Monday - Friday  
7:30 a.m. - 3:30 p.m.

Before an employee's hours of work are changed from E shift to M shift, the Company will provide the Union with a letter indicating:

- (a) the employee(s) affected will maintain contractual rights associated with E shift.
- (b) that should vacancies occur in the affected classifications, these will be posted in accordance with the E shift provisions of Article XVI.

- (b) One Shift Schedule - `M' Shift:  
7:00 a.m. - 3:00 p.m.  
Monday - Friday
- (c) Two (2) Shift Swing Schedule - `F' and `G' Shifts:  
Monday - Friday 7:00 a.m. - 3:00 p.m.  
Monday - Friday 3:00 p.m. - 11:00 p.m.  
Shifts will rotate each week.
- (d) Three (3) Shift Swing Schedule - `J', `K', `L' Shifts:  
Monday - Friday 7:00 a.m. - 3:00 p.m.  
Monday - Friday 3:00 p.m. - 11:00 p.m.  
Sunday - Thursday 11:00 p.m. - 7:00 a.m.

(Except during a start-up period, when the work week on `L' Shift may end at 7:00 a.m. Saturday.)

The weekly shift rotation shall be from days (7-3) to nights (11-7) to afternoons (3-11).

(e) Continuous Shift Schedule - `A', `B', `C', `D' Shifts:

There shall be two (2) daily shifts of twelve (12) hours each in every twenty-four (24) hour period as follows:

7:00 a.m. - 7:00 p.m.

7:00 p.m. - 7:00 a.m.

Continuous shift employees shall work three (3) consecutive day shifts followed by three (3) days of rest and three (3) consecutive night shifts followed by three (3) days of rest.

(f) i) Continuous Shift Day Schedule - Reinforcing Mat `S' and `T' Shifts

7:00 a.m. - 7:00 p.m.

Three (3) consecutive day shifts, followed by three (3) days of rest.

ii) Continuous Shift Night Schedule - Fabrication `B' Utility Cleaner `Q' and `R' Shifts

7:00 p.m. - 7:00 a.m.

Three (3) consecutive night shifts, followed by three (3) nights of rest.

iii) Day schedule `S' and `T' Shifts for areas other than Reinforcing Continuous Shift Mat upon mutual agreement between the parties.

7:00 a.m. - 7:00 p.m.

Three (3) consecutive day shifts, followed by three (3) days of rest.

(g) Continuous Shift Day Schedule of 12 Hours

U & V Shift - Material Distribution

7:00 a.m. - 7:00 p.m.

17:05 When an employee is transferred from one continuous shift to another continuous shift, the employee may request to work only the number of hours required by the new shift schedule in the pay week of his transfer.

17:06 Normal lunch and rest periods shall be as follows:

(a) Day Schedule Employees

A twenty (20) minute lunch period at regular pay. A ten (10) minute rest period at regular pay.

(b) All other Non-Continuous Shift Schedule Employees

A thirty (30) minute lunch period at regular pay.

(c) Continuous Shift Schedule Employees

A thirty (30) minute lunch period at regular pay.

Two (2) fifteen (15) minute rest periods at regular pay.

(d) The normal lunch period for employees assigned to the day schedule shall be from 12:00 noon to 12:20 p.m., except in the Maintenance and Reinforcing Mat Departments where the lunch period may vary according to operating requirements in which case the employees shall be allowed a lunch period as close to the normal period as practicable.

- 17:07 The Company reserves the right to modify or amend the above mentioned lunch periods to meet any of its production and/or maintenance requirements and agrees that it shall not exercise this right in an arbitrary manner.
- 17:08 When an employee is required to work overtime for a period of three (3) hours or more, he shall be allowed a fifteen (15) minute rest period within the first hour of the overtime period, provided such overtime assignment necessitates that the employee remain continuously at work.
- 17:09 Two employees working on a continuous twelve (12) hour shift schedule or those working the non continuous shifts of JKL, in the same classification, may request to enter into a formal agreement to work straight days and nights or to work the applicable day, afternoon or night shift.

The agreement approved by the Human Resources Department and signed by all parties will identify the time period and, for the purpose of vacations, reductions and temporary moves, they will revert to their original schedule.

#### ARTICLE XVIII OVERTIME

- 18:01 Overtime shall be paid at the rate of one and one-half times the basic classification rate for the work an employee is required to perform in excess of his normal number of hours per day, or in excess of his normal number of hours per week.

Should an employee transfer from a non-continuous shift schedule to a continuous shift schedule he shall be paid overtime for hours worked in excess of forty (40) hours in the week of transfer.

- 18:02 An opportunity is defined as the number of hours in an employee's regular shift. Overtime assignments of fewer hours than an employee's regular shift will be accumulated until regular shift hours have been reached, at which time an opportunity will be charged. All 'in kind' overtime opportunities will be presented, with twelve (12) hours notice, for an employee's consideration three (3) times within twelve (12) months of the overtime award. Three (3) refusals will mean the overtime opportunity is lost and no payment will be made. If three (3) opportunities are not provided then payment will be made.

- 18:03 As far as practicable, opportunities for overtime will be distributed evenly within the same classification. Distribution lists will be posted monthly.
- 18:04 For non-scheduled emergency overtime, excluding all twelve (12) hour shift schedules, working employees in the same classification shall first be solicited, following which relief may be obtained from other employees within the Department.
- 18:05 Should an employee accept an assignment to work overtime and fail to report for his regular duties previous to, or subsequent to this overtime commitment, he shall forfeit his overtime pay for the period he worked unless he has a reason satisfactory to the Company.
- 18:06 Overtime distribution will be in accordance with the spirit and provisions of the following documents:
- (a) Overtime Opportunity System Policy (GGP.HUR.EMP.17).
  - (b) Company memo dated September 2003 headed "Maintenance Overtime".

ARTICLE XIX  
REPORTING FOR WORK  
AND EMERGENCY CALL-IN

- 19:01 An employee who has not been told in advance not to report to work, shall be given work for at least one-half the shift for which he reported. If no work is available he shall be paid for one-half the shift for which he reported. This obligation shall not prevail when the employee is prevented from working because of any of the following reasons:
- (a) A breakdown of machinery or equipment.
  - (b) A power shortage or failure of power supply.
  - (c) Any circumstance beyond the control of the Company.
  - (d) An employee's neglect in keeping the Company advised of his current address.
- 19:02 (a) An employee requested to report for work apart from his regular shift and or due to an emergency shall be paid a minimum of four (4) hours' pay at his basic hourly rate or time and one-half his basic hourly rate for the hours actually worked, whichever is the greater unless the employee elects not to perform the work offered and assigned to him in which case the employee is paid only for the actual time worked.

(b) The above notwithstanding an employee requested to report for work apart from his regular shift, between the hours of 11:00 p.m. and 4:00 a.m. due to an emergency, shall be paid a minimum of six (6) hours pay at his basic hourly rate, or double time his basic hourly rate for the hours actually worked, whichever is the greater.

(c) Overtime hours as a result of emergency situations will not be considered as an overtime opportunity.

ARTICLE XX  
SHIFT PREMIUMS AND  
CONTINUOUS SHIFT PREMIUMS

20:01 (a) A premium of sixty (60) cents per hour shall be paid to a non-continuous shift employee working from 3:00 p.m. to 11:00 p.m.

(b) A premium of eighty (80) cents per hour shall be paid to a non-continuous shift employee working from 11:00 p.m. to 7:00 a.m.

(c) A premium of eighty (80) cents per hour shall be paid to a continuous shift employee working from 7:00 p.m. to 7:00 a.m.

(d) The applicable shift premium shall be paid to a continuous shift employee for all hours worked on Contract Agreed Holidays, Saturdays and Sundays.

20:02 A continuous shift premium of one-half (1/2) times the basic classification rate shall be paid for each regular hour worked on regular continuous shift schedule between 7:00 a.m. Saturday and 7:00 a.m. Monday. When a recognized holiday falls on a Saturday or a Sunday, this premium will be paid in addition to the applicable premium specified in Article XXVI, Section 26:08.

20:03 Shift premiums and the continuous shift premiums shall not be included in an employee's basic classification rate for the purpose of computing overtime pay and pay for holidays not worked.

20:04 Continuous shift employees receiving the continuous shift premium in accordance with section 20:02, shall also be paid the regular shift premium in accordance with section 20:01, but this premium shall not be compounded with any other premium.

ARTICLE XXI  
NOTIFICATION OF ABSENCE

21:01 An employee unable to report for work shall notify the Shift Leader on duty before the commencement of his regular shift on the first day of absence, and the estimated length of absence if it is for more than one shift. An employee who is absent for more than one

shift must notify the Company of his intent to return to work one full shift prior to the commencement of his scheduled starting time.

21:02 Such absence shall not be excused unless the employee has a justifiable reason.

## ARTICLE XXII ABSENCES

22:01 In the event an employee is absent or does not report for work on time, the Shift Leader may arrange for a replacement if he considers it necessary.

22:02 An employee who accepts such a replacement assignment shall:

(a) Have the option of staying over for the balance of the shift, if such becomes necessary.

(b) Be expected to remain on the job until the scheduled employee reports for work, or until another replacement arranged for or called in by the Shift Leader reports for work.

22:03 An employee who does not report to work as scheduled, shall be allowed one-half (1/2) hour to report to work or advise the Company when he can report to work. Should an absent employee do neither of these within the one-half hour period allowed, he shall lose his entitlement to work on the shift concerned and the Shift Leader may arrange replacement if he considers it necessary.

22:04 An employee who agrees to substitute for another employee through a Straight Time Switch, and this arrangement is approved by the Shift Leader, shall be paid any premium payment to which the employee who was granted time off, was eligible. Overtime assignment hours, however, shall not be considered in any of these calculations.

## ARTICLE XXIII LEAVE OF ABSENCE

23:01 General

An employee may request in writing a leave of absence without pay for legitimate reasons. If a leave of absence is granted, seniority shall accumulate. Leave of absence shall not be unreasonably withheld. An employee who fails to return to work at the

expiry of a leave of absence shall be considered to have voluntarily quit unless he is able to give a reason satisfactory to the Company for his failure to return to work. The secretary of the Local Union shall receive a copy of all leaves of absence.

### 23:02 Pregnancy

- (a) The Company shall grant six (6) months leave of absence, three months of which may be taken prior to the expected date of birth, to a pregnant employee upon written request.
- (b) Upon receipt of a certificate from a duly qualified medical practitioner, this leave of absence will be extended either before or after the date of birth to a total maximum period of one year.
- (c) The Company will consider the special needs of the female employee during and after the pregnancy. By agreement between the Plant Doctor and the employee's physician that has submitted a recommendation for consideration, the Company will make the appropriate reassignment work available on a temporary basis.

### 23:03 Bereavement

Bereavement pay shall be limited to the employee's regular number of hours per day at his basic classification rate plus any applicable shift premium and or continuous shift premium, and shall be restricted to those days on which the employee would normally be scheduled to work.

Bereavement pay will be paid to an employee for any hours not worked, which the employee would have been scheduled to work, on the day of death.

- (a) Upon the death of an employee's spouse, child, or step-child, bereavement pay will be paid for all hours lost in the five (5) consecutive day period following the date of death.
- (b)(i) Upon the death of an employee's parent, step-parent, guardian, brother, sister, parent-in-law, son-in-law, or daughter-in-law, bereavement pay will be paid for all hours lost in the three (3) consecutive day period following the date of death for the purpose of arranging for and/or attending the funeral.
  - (ii) If the employee does not arrange for and/or attend the funeral, he will be paid for one (1) lost regularly scheduled work day within the three (3) consecutive day period following the date of death.
  - (iii) If one of the three (or five) consecutive days has not been taken, and bereavement pay not paid for that day, then if the employee attended the funeral or services on a day outside that period, and it was a day the employee would normally

have been scheduled to work, then bereavement pay will be paid.

(c) Upon the death of an employee's sister-in-law, brother-in-law, grandparent, grandparent-in-law or grandchild, bereavement pay will be paid for the loss of one (1) regularly scheduled shift within the three (3) consecutive day period following the date of death, to attend the funeral.

(d) Should a member of an employee's family die while the employee is on approved compassionate leave of absence to visit that family member, bereavement pay will be paid in accordance with the provisions of this clause.

#### 23:04 International Union Agent

On receipt of a written request from the International Union, an employee who is selected or appointed by the International Union to engage in special International Union activities on a full-time basis (i.e., thirty (30) calendar days or more) shall be granted a leave of absence in writing, without pay for a period not to exceed one (1) year, (subject to extension on written application). Such employee shall accumulate seniority during such absence if he returns to work at the expiration of the leave of absence. Any such request from the International Union shall be submitted to the Company at least fifteen (15) calendar days prior to the date the leave is to start.

#### 23:05 International Union Conventions/Conferences

The Company shall grant a leave of absence without pay to a delegated Local Union Member to attend International Union conventions and conferences, not to exceed thirty (30) calendar days provided:

- (a) The Company receives sufficient notice.
- (b) Not more than two (2) employees from a department are concerned.
- (c) The general efficiency of the Company's operations shall not be adversely affected.

#### 23:06 Local Union Meetings

The Company shall grant a leave of absence without pay to Local Union Committee members for the purpose of attending meetings called by the Local Union provided:

- (a) The Company receives sufficient notice.
- (b) Not more than two (2) employees from a shift within a department are concerned.
- (c) Not more than three (3) employees from a department are concerned.
- (d) The general efficiency of the Company's operations shall not be adversely affected.



### 23.07 Union Business

Upon written request from the Local Union Committee, the Company will pay members of the Bargaining Unit their normal earnings while they are on approved leave of absence to attend approved Union business. Joint Council business is excluded from this arrangement. The Company agrees to pay employees on approved Union Leave an amount equal to their normal earnings during such leave and will recover the moneys paid from the local union provided that:

- (1) such leaves are for local union business only and
- (2) the local union is not in arrears more than ninety (90) days on the monthly billing notice.

### 23:08 Court Appearances

(a) In the event an employee is unable to work his regular shift or shifts due to being called for and reporting for jury duty, or due to serving as a Crown Witness, or subpoenaed as a witness in a dispute in which he is not directly involved, the employee shall be paid the difference between the amount he would have earned for working his regular shift(s), and the amount he receives for performing such duty.

(b) In order to qualify for such compensation, the employee shall give forty-eight (48) hours prior notice of such obligation (except in an emergency) and present proper evidence as to the duty performed.

### 23:09 Vacation Purposes

(a) Upon written request an employee who has completed ten years of service may be allowed up to a maximum of two weeks leave of absence without pay, on one occasion during the five-year period between the 10th and 15th anniversary of his employment, provided the timing of such leave of absence does not adversely affect the Company's operations. Such leave of absence shall be taken outside the Prime Vacation Period and be a continuous extension of his full vacation entitlement.

(b) Upon written request an employee who has completed fifteen years of service may be allowed up to a maximum of four (4) weeks leave of absence without pay, on one occasion during each subsequent five-year period, provided the timing of such leave of absence does not adversely affect the Company's operations. Such leave of absence shall be taken outside the Prime Vacation Period, and be a continuous extension of his full

vacation entitlement.

(c) Employees affected by shut-down for vacation purposes who request a leave of absence under this section may be allowed to take such leaves of absence as a continuous extension of the balance of their vacation entitlements outside the Prime Vacation Period subject to the conditions outlined in this section.

(d) All leaves of absence under this section shall be subject to the provisions governing leaves of absence as provided in this Article, shall be limited to a maximum of one employee per Department at any one time, and be included in the maximum number allowed off per Department as specified in section 28:04 of this Agreement.

23:10 (a) Three (3) additional employees per vacation year (restricted to a maximum of one (1) employee within a Department at any one time) shall be allowed leaves of absence over and above the maximum allowed off in sections 28:02 and 28:04 of this Agreement.

(b) Leaves of absence as outlined in 23:10 (a) above may be taken at any time but are subject to the remaining provisions in subsections 23:09 (a) and (b) above.

23:11 If an employee, who has been granted a leave of absence under section 23:09 or 23:10, subsequently decides not to take that leave, he shall not exercise his seniority within the remaining time limits as defined in 23:09 (a) and (b) should he re-apply for a leave of absence under the same section as the original request.

23:12 If an individual employee feels that remaining at work in a stressful situation could lead to some unacceptable behaviour, he must explore the problem with supervision and if it cannot be resolved, the employee may leave the premises for the balance of the shift without pay or penalty. However, prior to leaving work, if during the regular business hours, the employee must meet with a HR representative and a Union representative to discuss the problem. Should the situation occur outside the regular business hours of the plant then the employee may leave the plant after discussion with the supervisor. The meeting with the Human Resource and Union representatives will occur on the next regular business day. If, in the Company's opinion, this privilege (described in 23:12) is being abused, the employee(s) will be subject to discipline.

#### ARTICLE XXIV INJURY AND DISABILITY

24:01 An employee injured on the job shall be paid for the balance of his shift at his basic classification rate. If as a result of such injury, the employee is sent home or to a hospital, transportation shall be supplied by the Company if necessary.

24:02 Should an employee sustain a major disability while in the employ of the Company, an exception may be made to the seniority provision of this Agreement in favour of such employee by agreement between the Company and the Union.

24:03 In the event there is reason to believe an employee's Workers' Compensation claim will be unduly delayed, upon request the employee will be allowed to simultaneously submit a Weekly Indemnity claim, provided he signs a waiver form agreeing to immediately reimburse the Company upon receipt of his WCB benefit cheque(s).

This special arrangement will be subject to cancellation if the Company encounters difficulty in collecting from any employee.

## ARTICLE XXV SAFETY, HEALTH AND SECURITY

25.01 The Company and the Union agree that they mutually desire to maintain high standards of safety and health in the workplace in order to prevent injury and illness. It is the Company's intention to continue to work throughout the duration of this agreement with the current Guelph Health & Safety Policy document and practices that shall assist the Company and its workers in achieving a safe and healthy work environment.

1. Company Duties:

The Company shall institute and maintain all precautions to guarantee every worker a safe and healthy workplace. The Company shall comply with all applicable health and safety legislation and regulations.

2. Employee Duties:

Each employee has a primary responsibility for his own safety and an obligation to know and observe safety rules and practices as a measure of protection for himself and others. Employees shall be required as a condition of continued employment to properly wear and/or use protective devices, wearing apparel and other equipment, which the Company and the Committee shall deem necessary to protect employees from injury. The Company and the individual employee at the plant recognize the joint responsibility of housekeeping to maintain a clean environment at the plant.

3. Local Union Duties:

The local union will assist the Company and the employees in achieving a safe and healthy work environment through fair and consistent application of all safety rules and practices.

25:02 The Company must make reasonable provision for the safety and health of employees

during working hours. In addition, the Company must provide the Union information it has knowledge of in respect to existing or potential hazards of chemicals. The Union agrees to assist the Company in maintaining proper observation of all safety and health rules.

- 25:03 The parties agree to the establishment of a Joint Safety and Health Committee at least one-half of whom shall be members of the bargaining unit to be selected by the Union. This committee shall meet once per month.
- 25:04 The parties agree that work refusals will be dealt with in accordance with the provisions of the Current Year of Occupational Health and Safety Act.
- 25:05 In the event the Company deems it necessary, at any time to inspect an employee's locker, the Company shall arrange for a witness to be present at the time the locker is opened and during the inspection. Said witness shall be a member of the Bargaining Unit and preferably a Union Steward who is at work at the time of the inspection. In the event of an emergency or an abnormal situation however, the Company reserves the right to have present any witness regardless of whether or not the witness is a member of the Bargaining Unit.
- 25:06 (a) 'CSA Green Patch' safety footwear is mandatory for employees working in the Plant. The Company will reimburse employees up to a maximum of one hundred twenty dollars (\$120) per contract year, toward the purchase of safety footwear.

Notwithstanding the above, the Company will reimburse employees in the Maintenance Department classifications and the following classifications: Bushing Operator, Bushing Heat Control Man, Binder Mixer, Plant Services, Winder - Forming, CSM Machine Operator, Roll-Up Operator-CSM, Creel Operator - CSM, Inspector - CSM, Alloy Services, CFM Operator, CSM Fabrication Operator, Reconditioners - Forming up to a maximum of one hundred and sixty dollars (\$160) per contract year, toward the purchase of safety footwear.

In addition, employees in specific classifications, who, as part of their daily regular assignment, relieve the Bushing Operator and the Winder-Forming, will be reimbursed one hundred and forty dollars (\$140) per contract year, toward the purchase of safety footwear.

(b) Should an employee opt to purchase safety footwear from other than Company-designated suppliers, he must provide the original receipt of payment to be eligible for reimbursement.

- 25:07 Safety eye protection, which includes sideshields and brow protection, is mandatory for employees working in all areas of the plant. The Company will provide the necessary safety glasses to all employees, at no cost, including any employee requiring prescription safety lenses and frames.

- 25.08 The Union President and Safety Co-chair shall meet quarterly with the Plant Leader and Safety leader to review reports and recommendations of the JHSC and to discuss matters pertaining to safety, accident prevention and industrial hygiene. The Union and the Company shall exchange agendas for discussion one (1) week prior to the meeting. For special needs related to safety any quarterly participant may request a meeting of the two parties.
- 25.09 It is agreed that the Occupational Health and Safety Act (referred to as OHSA) RS0. 1990. c. 0.1. as amended by S.O. 1998. c 8. s. 49-60 is incorporated into and forms part of this agreement.

ARTICLE XXVI  
RECOGNIZED HOLIDAYS

- 26:01 (a) The following days are designated as recognized holidays for which an employee shall receive payment in accordance with the provisions of this Article.

New Years Day  
National Heritage Day\*  
Good Friday  
Victoria Day  
Canada Day  
Civic Holiday  
Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day  
Floater

- In the event proclamation is not made, the third (3rd) Monday in February shall be designated a holiday.

(b) The date of the Floater Holiday shall be mutually agreed upon between the Company and the Union prior to January 31st of each year.

- 26:02 An employee shall receive eight (8) hours' pay at his basic classification rate, provided he has completed his last regular scheduled shift preceding the holiday and his first regular scheduled shift following the holiday in accordance with the shift schedule, and he has also completed any overtime commitment adjacent to the holiday for which he has volunteered.

- 26:03 Notwithstanding the provisions of section 26:02 an employee shall be considered

eligible for holiday pay provided:

(a) He was not late in excess of one hour on his first regular shift following the holiday, and presents a satisfactory reason for his lateness.

(b) He requested and received written permission from his Foreman to be absent on either his last regular scheduled shift preceding the holiday, or his first regular scheduled shift following the holiday, or any portion of these times, and returns to work at the expiry of the period for which he had received permission to be absent.

26:04 An employee who accepts an assignment to work on a holiday and fails to report, shall not be paid for the holiday unless he has a reason satisfactory to the Company.

26:05 (a) An employee normally scheduled to work on a holiday must complete his regular scheduled shift to be eligible for holiday pay.

(b) An employee who cannot complete his regular scheduled shift due to illness shall receive holiday pay on a pro-rated basis. If the employee subsequently provides proof that he received medical attention that day, he shall receive full holiday pay.

26:06 An employee assigned to the continuous shift schedule who is normally on his days off shall be considered to be in continuous employment and shall be paid for the holiday in accordance with the provisions of this Article.

26:07 Notwithstanding the provisions of section 26:02, an employee who is absent on his last regular scheduled shift preceding the holiday, and/or his first regular scheduled shift following the holiday, due to personal sickness supported by a medical doctor's certificate, or because of lay-off, shall receive holiday pay provided he works one complete shift in the week in which the holiday occurs, or in the case of a continuous shift employee, provided he works one complete shift within five (5) calendar days preceding or succeeding the holiday.

26:08 (a) An employee required to work on a holiday (except on Christmas Day) shall be paid at time and one-half his basic classification rate.

(b) An employee required to work on Christmas Day shall be paid two (2) times his basic classification rate.

(c) An employee required to work two (2) complete shifts on any holiday (except Christmas Day) shall be paid two and one-half (2 1/2) times his basic classification rate for the second shift.

(d) An employee required to work two (2) complete shifts on Christmas Day shall be paid three (3) times his basic classification rate for the second shift.

(e) An employee required to work after 7:00 p.m. on Christmas Eve shall be paid one and one-half times his basic classification rate.

26:09 For a 3-shift operation, the 24 hour period which shall be observed for all Contract designated holidays shall be the 24-hour period following 11:00 p.m. the night immediately prior to the holiday, and ending 11:00 p.m. the day of the holiday.

In these circumstances, the rate of pay for the 11:00 p.m. to 7:00 a.m. shift on the day of the holiday shall be calculated on a straight time basis.

## ARTICLE XXVII VACATION PLAN

All employees are required to take a vacation with pay in accordance with the provisions of this Article.

27:01 (a) An employee is eligible for an annual vacation with pay provided he has performed work for at least thirty (30) calendar days during the qualifying period of July 1st of the preceding year and June 30th of the current year.

(b) The service of rehired employees acquired while in their previous employ shall not be considered in assessing their eligibility for vacation entitlement.

27:02 (a) An employee having less than one (1) year's service, at the end of the qualifying period, shall be entitled to one (1) day of vacation with pay for each full month of employment up to a maximum of ten (10) days.

(b) An employee having one (1) year but less than three (3) years' service, at the end of the qualifying period, shall be entitled to two (2) weeks vacation annually with pay.

(c) An employee having three (3) years, but less than ten (10) years' service during the current calendar year, shall be entitled to three (3) weeks vacation annually with pay. This additional week of entitlement must be taken after the employee's third anniversary date.

(d) An employee having ten (10) years, but less than eighteen (18) years' service during the current calendar year, shall be entitled to four (4) weeks vacation annually with pay. This additional week of entitlement must be taken after the employee's tenth anniversary date.

(e) An employee having eighteen (18) years, but less than twenty-eight (28) years' service during the current calendar year, shall be entitled to five (5) weeks vacation annually with pay. This additional week of entitlement must be taken after the

employee's eighteenth anniversary date.

(f) An employee having twenty-eight (28) years, but less than thirty-two (32) years' service during the current calendar year, shall be entitled to six (6) weeks vacation annually with pay. This additional week of entitlement must be taken after the employee's twenty-eighth anniversary date.

(g) An employee having thirty-two (32) or more years service during the current calendar year, shall be entitled to seven (7) weeks vacation annually with pay. This additional week of entitlement must be taken after the employee's thirty-second anniversary date.

27:03 (a) For an employee entitled to less than two (2) weeks vacation with pay, vacation pay shall be calculated at the rate of 4% of the employee's gross earnings for the qualifying period.

(b) For an employee entitled to two (2) weeks or more vacation with pay, payment for each week of vacation shall be calculated at the rate of 2% of the employee's gross earnings for the qualifying period including the vacation pay received during that period.

27:04 Subject to the provisions of Section 27:01 (a), an employee who through illness or accident loses seven (7) continuous working days or more of employment, shall have his earnings credited with the number of hours so lost multiplied by his basic regular rate for the purpose of computing vacation pay, provided such illness or accident is verified by a certificate from a duly certified medical practitioner.

27:05 (a) An employee shall be paid his vacation pay prior to the commencement of his vacation period.

(b) Notwithstanding 27:05 (a), an employee who has not taken his full vacation entitlement prior to December of each year shall, upon request be paid any outstanding vacation pay by the end of the year, provided he advises his Foreman or Supervisor before December 1st.

27:06 An employee leaving the employ of the Company shall be paid the vacation pay to which he is entitled from the preceding July 1st up to and including his last day of employment.

27:07 The Company may elect to close any part of its plant for vacation purposes within the period July 1st through August 31st in any year. The period of this shutdown shall be the 'Prime Vacation Period' for all employees so affected and shall constitute all or a portion of their total vacation entitlement. If the shut down period includes a recognized holiday, then all non-continuous employees affected by the shutdown shall have their vacation period extended by one (1) day without pay.

27:08 Employees not affected by section 27:07 shall be entitled to take a maximum of two (2)



weeks of their vacation during the Prime Vacation Period. (An exception to this may be made in accordance with section 28:02.) Unless other arrangements are made, the remainder of their entitlement shall be given at another time with consideration given to their preference and seniority.

- 27:09 Vacation schedules shall be posted not later than March 1st, and the Company shall endeavor to inform the employees affected of any departmental shutdown prior to this date.
- 27:10 An employee shall not be permitted to waive any portion of his vacation entitlement, nor shall he be allowed to have it accumulate from year to year.
- 27:11 When an employee is laid off and the period of lay-off is expected to last for more than thirteen (13) weeks, any unpaid vacation pay to which he is entitled shall be paid him at the time of lay-off.
- 27:12 Should an employee be recalled to work during the current calendar year, he shall be entitled to a vacation period as provided for in 27:02. An employee who has been on lay-off for less than twice his vacation entitlement must take the vacation to which he is entitled under 27:02.

It shall be the prerogative of an employee who has been on lay-off for more than twice his vacation entitlement to choose whether or not to take the vacation to which he is entitled. Payment for such vacation shall be dependent upon whether or not he has already received his vacation pay under the terms of 27:11 above.

- 27:13 An employee recalled from lay-off who is entitled to vacation period must select a period which has not been previously allocated to another employee in the department, group, or shift to which he has been recalled.

#### ARTICLE XXVIII VACATION ALLOCATIONS

- 28:01 Vacations shall be allocated within the fifty-two (52) week period commencing with the first Sunday in April.
- 28:02 (a) Except as described in section 28:02 (b), the "Prime Vacation Period" shall normally be twelve (12) weeks in duration, subject to a maximum of seventeen (17) percent of the employees in any one group being allowed off for vacation purposes. The Prime Vacation Period shall end each year on the Saturday immediately preceding Labour Day. Vacation relief during the Prime Vacation Period shall be retained within shifts and on a shift basis except where a wheel relief system is in operation, or where it is mutually agreed to extend such systems to other groups.

(b) When the complement in the Maintenance Mechanical Group and/or the Maintenance Electrical Group is eighteen (18) or more, the calculation made to determine the

maximum number allowed off during the Prime Period will be rounded down to the nearest whole number. At certain complements, this calculation will result in an insufficient number of vacation weeks for all employees in either or both of the above groups to choose two weeks in the Prime Period.

28:03 The following groups shall be considered to be individual and separate units for the purpose of vacation allocations in the Prime Period only:

1. FORMING GROUP:  
All Forming classifications except Alloy Services
2. ALLOY SERVICES GROUP
3. COMBINED GROUP:  
Plant Services\*
4. ROVING/PACKING GROUP:  
Roving Operator  
Packer - Textiles
5. CSM GROUP  
All Reinforcing mat classifications
6. CFM GROUP
7. MATERIALS DISTRIBUTION  
All Shipping & Stores classifications
8. MAINTENANCE MECHANICAL GROUP  
Maintenance Mechanic  
Maintenance Mechanic Apprentice  
Carpenter – Painter
9. MAINTENANCE ELECTRICAL GROUP  
Maintenance Electrician  
Maintenance Electrician Apprentice
10. MAINTENANCE COMBINED GROUP  
Maintenance General Labour  
Maintenance Utility

When there are six employees in Group 3, two additional weeks in the prime will be provided.

28:04 The maximum number of employees allowed off for vacations outside the Prime Period

shall be computed for each group according to the following formula:

(a) After the Prime Period has been completely allocated, a balance of weeks outside the Prime Period shall remain in the vacation year.

(b) The total remaining weeks of vacation entitlement for the entire group shall then be computed. In the case of 'continuous shift production groups', this computation shall be made for both the A/B and C/D combinations, (or equivalent designation).

(c) The total remaining weeks of vacation entitlements shall be divided by the weeks remaining in the vacation year outside the Prime Period.

(d) The total resulting from the calculations in (c) above, shall then be increased to the nearest whole number and shall be the maximum number of employees in the Group allowed off at any one time outside of the Prime Vacation Period.

Example: In Group X a twelve (12) week Prime Vacation Period has been completely allocated and ninety-five (95) weeks of vacation entitlements are still to be taken in the remaining forty (40) weeks of the vacation year.

$$95 / 40 = 2.4$$

Therefore, a maximum of three employees in Group X would be allowed off at any one time outside of the Prime Vacation Period.

Notwithstanding the above,

i) if the calculation generates a number whose decimal fraction is greater than .8 (eg. 3.81), one additional employee shall be allowed off at any one time outside the prime but within April 15th to September 15th, and in the two week period which includes both Christmas and New Years Day. This applies to continuous shift production only.

ii) Group 9 (Plant Services\*) will be allowed 2 off at any one time outside the prime.

(e) (i) Except as noted in 28:04 (e) (ii) for Group 6 (All Skilled Mechanical Maintenance Classifications) and Group 7 (All Skilled Electrical Maintenance Classifications) as outlined in 28:05, one employee from each group shall be allowed off at any one time outside the Prime Period in addition to the maximum number as computed according to the formula described in 28:04 (d).

(ii) When the complement of Group 6 or Group 7 or both is eighteen (18) or more, then the number of employees allowed off from the group during the two (2) week period which includes both Christmas Day and New Years Day, and the two (2) week period which includes the annual March school break, shall be the maximum number computed according to the formula described in 28:04 (d) plus two (2)

additional per week.

28:05 The following Departmental Groups shall be considered as separate units for the purpose of vacation allocations outside the Prime Period.

1. All Forming Department Classifications except Alloy Services
2. Alloy Services
3. All Fabrication "A" Department Classifications.
4. All Fabrication "B" Department Classification
5. Materials Distribution Classifications.
6. All Skilled Mechanical Maintenance Classifications.
7. All Skilled Electrical Maintenance Classifications.
8. All other Maintenance Department Classifications.
9. Plant Services\*

28:06 The classification of Carpenter-Painter shall be excluded from the units referred to in section 28:03 and section 28:05 and an employee in this classification shall be entitled to select their vacation during the period referred to in section 28:01.

This entitlement is valid only so long as there is only one (1) employee in the classification concerned.

28:07 Employees eligible for vacations shall be contacted in order of seniority and asked to select their entitlement.

The method of allocating vacations shall be as follows:

(a) (i) OPTION ONE

First Choice - Two (2), one (1) week segments in the Prime Period wherever available or, one (1) week in the Prime Period plus one (1) week out of the Prime Period wherever applicable.

Second Choice - The remainder of his entitlement in weekly segments in any manner. If any of this entitlement is taken outside of the Prime Period during this choice, an employee may elect to specify that he will be taking one week's vacation one day at a time outside of the Prime Period as outlined in 28:07 (b).

An employee who chooses Option One must wait until all first choice selections have been made in his Group or Departmental Group before making his second choice.

(ii) OPTION TWO:

The employee's full entitlement in weekly segments outside the Prime Period.

An employee who selects Option Two may choose his entitlement in any manner and this selection shall be considered as a complete and final choice.

An employee may elect to specify that he will be taking one week's vacation one day at a time outside the Prime Period as outlined in 28:07 (b).

(b) An employee may elect to choose one week of vacation which will be taken one day at a time subject to the following:

(i) For continuous shifts, one week will be considered as 3 or 4 shifts as specified by the employee.

(ii) For non-continuous 8 hour shifts, one week will be considered as 5 shifts.

(iii) Single day selections must be taken one day at a time, shall be restricted to one (1) per week, and a minimum of one week and a maximum of four weeks notice must be given. A further single day may not be selected until the previously selected day is taken.

(iv) Notwithstanding the above, seniority provisions, single day selections will be granted on a first come first serve basis. A maximum of 2 employees per day per department (as defined in Article XI) may be off at any one time, in addition to the employees allowed off through other provisions of this agreement.

(v) Vacation pay for the week selected under the single day selections will be paid the week following the first day taken.

(vi) Single day selections are not allowed during the two week period which includes both Christmas Day and New Years Day.

(vii) If all eligible days are not taken before January 31 of the vacation year, the employee will confirm with his foreman the dates which he will be taking as vacation to fulfill his entitlement. If the employee is unable to provide those dates, then the foreman shall assign sufficient dates to utilize any outstanding days entitlement.

(viii) Single day requests will not be granted if vacation special arrangements would be contravened.

(c) In some instances, because of prior selections, full options may not be available to

an employee.

28:08 When a recognized holiday falls within the vacation period of a day-schedule employee, then he may elect to extend his vacation period by one day without pay. This day shall follow his vacation period unless the employee's absence adversely affects the Company's operation. In these circumstances another day shall be selected which is mutually acceptable to the Company and the employee. The employee must notify his Foreman of his intent to extend his vacation period at least two weeks before the start of his vacation. Further, if the above mentioned vacation period contains more than one recognized holiday, then the same principles shall apply regarding extension and other terms.

28:09 Certain Vacation Special Arrangements for selected classifications are necessary to ensure the efficient operation of the Plant during vacation periods. The Company and the Union shall meet annually prior to the vacation period and mutually agree upon the implementation of said Vacation Special Arrangements.

28:10 The Company and the Union agree that subject to the general provisions of Article XXVIII, Vacation Allocations for employees in the Alloy Services classification shall be restricted so that:

(i) At a complement of two (2) employees, one (1) shall be retained at any one time.

(ii) At a complement of three (3) or four (4) employees, a minimum of two (2) shall be retained at any one time.

Should the complement in this section increase to five (5) or more, the Company and the Union will meet to discuss the matter with a view to increasing the above minimum restriction if such action is deemed necessary in the interest of Plant efficiency.

#### ARTICLE XXIX TRAINING AND EDUCATIONAL MEETINGS

29:01 From time to time, employees will be requested to attend classroom type training or educational meetings outside of their regular working hours. Pay for such meetings shall be at straight time, and at least seven (7) days notice shall be given. Such meetings shall not be conducted on Saturdays, Sundays, or Contract Agreed Holidays, and shall not exceed six (6) hours in any work week.

An employee requested to attend classroom type training, or an educational meeting which is not adjacent to, or during his regular shifts, shall be paid a minimum of three (3) hours straight time wages. If the employee is not in attendance at the start or finish of the meeting, he shall be paid only for the time present at the meeting.

29:02 On the occasion when it is necessary to select employees for courses or specialized training, the Union Committee will be consulted on the Company's selection.

ARTICLE XXX  
BENEFIT COVERAGE

30:01 The Company acknowledges that the following benefit plans are in effect:

- (a) Group Life Insurance Plan
- (b) Weekly Indemnity Plan
- (c) Long Term Disability Plan
- (d) Group Health Plan
- (e) Ontario Health Insurance Plan
- (f) Dental Insurance Plan

An employee is eligible to participate in these plans in accordance with their provisions, as outlined in the governing benefit plan documents. All benefit plan changes become effective October 1, 1992 except as otherwise stated. Some of the highlights of the plans are briefly described below.

30:02 (a) Basic Life Insurance Plan:

100% of basic annual earnings rounded to nearest \$500, minimum \$35,000 basic life insurance coverage for all eligible employees.

Employees also have Accidental Death and Dismemberment (A.D.& D.) Benefit of \$17,500 which is supplemental to the Basic Life Insurance Benefit.

(b) Weekly Indemnity Plan:

(i) Payment of W.I. benefit will be 66.2/3% of scheduled daily earnings, in no event less than the minimum Employment Insurance (E.I.) benefit entitlement and subject to the benefit payment scheduled.

(ii) Benefit Payment Schedule

Shift Duration (Hrs.)	Scheduled Working Day of Absence % of Maximum Daily Benefit Payable		
	1st Day	2nd Day	3rd & Subsequent Day
8	0	50%	100%

12                      0                      100%                      100%

If an employee becomes disabled due to a non-Occupational accident, or is confined as a bed patient in a licensed hospital for at least twenty-four hours, the daily benefit will become payable from the first scheduled working day of absence.

(c) Long Term Disability Plan (L.T.D.):

In order to qualify for L.T.D. coverage an employee must complete a minimum of 12 months of active service with FCI. If he is not actively at work when coverage is scheduled to commence, his coverage will not begin until he has returned to work full time for full pay.

Eligible employees becoming totally disabled for longer than twenty-six (26) weeks, having drawn their total Weekly Indemnity benefits, shall be entitled to apply for L.T.D. benefits. Employees who qualify will receive a benefit equal to the greater of i) \$375.00 per month plus \$30.00 per month for each full year of service up to a maximum of 60% of basic pre-disability earnings or ii) sixty percent (60%) of basic monthly earnings up to a maximum of \$1,500 (including income from any sources to which an employer contributes, except that portion of the Canada Pension Plan (CPP) Disability Pension which is payable solely because a disabled employee has a dependent child). In any event, income from all sources for which benefits are payable in respect of the disability (including CPP dependent benefits) and payments from any employer cannot exceed 85% of basic pre-disability earnings.

The payment of benefits is subject to a pre-existing conditions limitation.

(d) Group Health Plan:

(i) Hospital Benefit:

A 90% reimbursement of Hospital charges for semi-private accommodation.

(ii) Major Medical:

80% reimbursement of the first \$500 of eligible expenses for employee coverage and \$1,000 for family coverage in each calendar year; 100% reimbursement above these levels. Eligible expenses, subject to a Dispensing Fee Cap of nine dollars (\$9.00), shall include the following:

1. Expenses incurred for drugs provided they are prescribed by a physician or dentist, and dispensed by a pharmacist, physician or dentist. To be eligible, drugs must have an assigned Drug Identification Number (DIN), or must be an extemporaneous mixture which contains a drug ingredient which has been assigned a DIN. This does not include vitamins.



2. A Vision Care benefit providing reimbursement of eligible expenses up to a maximum of \$150 every 24 months, per person, and \$150 every 12 months for children under 18 years, for corrective prescription lenses, frames, or contact lenses, when such are recommended by a physician or optometrist.

(e) Ontario Health Insurance Plan:

The Company pays the employer health tax for the Ontario Hospital and Medical Plan (OHIP).

(f) Dental Insurance Plan:

This plan is comprised of three (3) separate components, namely Basic (Preventive) Care, Major Restorative Care, and Orthodontic Services.

Eligible expenses for Major Restorative Dental Care, which includes coverage for inlays, crowns, and dentures, are reimbursed at 50%, and in combination with Basic Care, are subject to a maximum benefit of sixteen hundred dollars (\$1,600) per year per insured person.

Eligible Orthodontic services which pertain to the moving or straightening of teeth, including appliances, bands, etc., are provided on a 50% co-insurance basis. This coverage is limited to a lifetime maximum of sixteen hundred dollars (\$1,600) per insured person.

Reimbursement is currently based on the 2005 Ontario Dental Association Schedule of Fees. Effective July 1, 2006, reimbursement will be based upon 2006 Ontario Dental Association Schedule of Fees. In 2007, effective on the date of the announcement, covered dental charges shall be based on the 2007 ODA Schedule of Fees. In 2008, effective on the date of the announcement, covered dental charges shall be based on the 2008 ODA Schedule of Fees contingent upon the agreement of a three (3) year contract.

30:03 The Company shall pay the total cost of the plans described above.

30:04 (a) The Company shall continue to maintain the above plans for an employee who is disabled and unable to work because of accident or sickness.

(b) The Company shall maintain the above plans, with the exception of Weekly Indemnity benefits, for an employee who is on an approved leave of absence or on lay-off for forty (40) calendar days or less.

30:05 An employee shall be ineligible to receive vacation pay and Weekly Indemnity benefit simultaneously. If an employee becomes disabled prior to his scheduled vacation period he may choose to waive the Weekly Indemnity claim for that period and take his vacation

or he may choose to waive his scheduled vacation period and have the vacation rescheduled in accordance with the provisions (a) and (b) below:

(a) For employees with vacations in July and/or August, the Company will endeavor to reschedule their vacations within July and/or August at a time mutually convenient to the Company and the employee.

(b) For employees with vacations outside of July and August the Company shall reschedule their vacations outside July and August at a time mutually convenient to the Company and the employee.

30:06 New – Tuition Fund

- The Guelph Glass Plant offers and administers a tuition refund program under which employees will, under such terms and conditions as the Guelph Glass Plant may from time to time establish, receive a tuition refund not to exceed \$500.00 a calendar year (\$1,000.00 for the calendar year for approved courses taken at an accredited college or university). Upon completion of an approved job – related course at an approved educational or training institution during non-working hours while in the active employ of the Company. Any refund made to an eligible employee will relate to the calendar year of completion of the courses. The following programs are considered job related and will be approved when the needs cannot be met within the Company.
  - Courses which update employees in the technology of their trade.
  - Courses taken to complete the requirements for a high school diploma.
  - Any literacy courses or courses in fundamental reading and mathematics.
  - Courses that are part of the regular curriculum of an accredited educational institution taken for degree credit leading to an Associate Degree or Bachelor's Degree in Labour Studies.
  - Courses in industrial hygiene or safety related courses taken at approved educational institutions by any Union member on the Health and Safety Committee.

ARTICLE XXXI  
PENSION PLAN

31:01 An employee is eligible to participate in the "Fiberglas Canada Inc. Pension Plan for Hourly-Rated Employees" (dated October 1st, 1972, as amended on January 1st, 1977, January 1st, 1981, January 1st, 1985, January 1st, 1989 and January 1<sup>st</sup>, 1995), in accordance with its provisions. The highlights of the "Plan" are outlined in a Pension Plan booklet.

31:02 The terms of the pension plan agreement (January 1, 1995 to December 31, 1996) between the parties in regard to the pension plan will apply for the period January 1, 1997 to the end of the present contract agreement and will be subject to negotiation upon expiration.

ARTICLE XXXII  
DISPOSABLE COVERALLS

32:01 Upon request, disposable coveralls will be supplied to employees working in Chop Strands, Wet Chop Strands, Milled Fiber.

ARTICLE XXXIII  
MAINTENANCE

33:01 A Millwright Opportunity List (MOL) will be maintained by Maintenance Supervision, to allow Maintenance Mechanics to record in writing, specific job assignments, within the Maintenance Mechanical Classification to which he seriously wishes to transfer should a vacancy occur and for which he has the requirements listed below. It is the individual employee's responsibility to place his name on the MOL annually. Only those names on the MOL will be considered for transfer.

An employee's name will remain on the MOL until:

- 1) The employee transfers to a new assignment, at which point he will be unable to place his name back on the MOL for a period of 3 months.
- 2) The employee refuses to transfer after he has accepted the assignment for which he had previously listed his name. In this instance, he will be unable to place his name on the MOL for a period of three months. This restriction is not applicable, if an employee accepts another assignment prior to being placed in an assignment that he had previously accepted.
- 3) The employee is no longer employed by the Company.

In dealing with the transfer of the employees to specific job assignments, the following criteria will apply:

- 1) Physical ability; 2) Past demonstrated skills; 3) Seniority in the Maintenance Department.

If the vacancy cannot be filled through the MOL, continuous shift vacancies will be

filled by the most junior E shift employee, E shift vacancies will be filled by assigning one of the junior employees from the bottom 1/3 of the E shift seniority list, the selection of that employee will take into consideration, the possible effects of shift relief assignments and the vacancy job requirements.

Maintenance Supervision shall be responsible for maintaining a complete list of current job assignment positions. A copy of the list shall be available for scrutiny of all Maintenance Mechanics.

Job assignments for the MOL may include: Binder, Batch House, Furnace Hall, Applicators, Forming Floater, Roving, Utility Services, Machine Shop, CFM Mat Shifts A-B-C-D or applicable shift schedule, CSM Mat Shifts A-B-C-D or applicable schedule, Forming Shifts A-B-C-D, MBR, Mobile Equipment and Wet Chop.

### 33:02 Apprenticeship Program

The purpose of the Guelph Glass Plant Apprenticeship Program is to establish a formal program for Owens Corning employees to progress into the craft positions of the Maintenance Department. The program as outlined here will provide for selection and training of apprentices, and also provide guidance on the various administrative issues involved. The program will provide an avenue of advancement for Owens Corning employees, and will be geared specifically towards the needs of the Guelph Plant. The Apprenticeship Program will help to insure an adequate supply of skilled craftsmen for the continued profitable operation of the facility.

The Apprentice Program comprises of the following components and although the description of these components is not complete, they are listed here as a reference to the document that exists as a policy for the Apprenticeship program at the Plant.

1. **Joint Management Committee** comprising of: Maintenance Superintendent or Maintenance Engineer, Union Executive member, Mechanical or electrical foreman directly responsible for the apprentice.
2. **The Program** requirements described as the terms of the apprenticeship must satisfy the Ministry requirements for on the job training and technical instruction. At present the Millwright apprenticeship is a 4-year program with 3 – 8 week school terms. Electrical apprenticeship (construction / industrial / electronics 309D) is a 5 year program with 2 – 10 week school terms and 2 – 8 week school terms. Once the candidate is selected the Ministry of Education & Training Apprenticeship Branch Consultant (presently Jan Sherk) will make all the arrangement for apprenticeship enrollment and school terms.
3. **Selection Process** as described in the policy in detail.

4. **Seniority** as described in the policy.
5. **Pay Structure** not limited to the following rules
  - 1<sup>st</sup> year less 20% of rate.
  - 2<sup>nd</sup> year less 15% of rate.
  - 3<sup>rd</sup> year less 10% of rate.
  - 4<sup>th</sup> year less 5% of rate.

*The Policy referred to in the above Article is Owens Corning Guelph Glass Plant  
Apprenticeship Program dated May 1996.*

33:03 The use of outside contractors will be per Article 4 and Maintenance letters dated November 24, 1998 (arbitration settlement reached on November 17, 1998) and August 26, 1999.

33:04 An employee selected by the Company to participate in a Maintenance Mechanic or Electrician Apprenticeship program will acquire and commence classification seniority within the Maintenance Department as per the apprentice program agreement agreed to between the Company and the Union signed April 15, 1996.

A Maintenance Department employee who is affected by a reduction in the work force may exercise his seniority (as defined in Article 11:01 ) in accordance with Article XIII of the Agreement.

33:05 The following procedure will be adopted in determining shift allocations for all future openings in the Maintenance Classification.

1. When an opening occurs it will be posted in the Plant and applications will be accepted in accordance with Article XVI of the Agreement.

2. If there is no successful applicant the opening will be filled by other means.

- 3A. The new Maintenance Mechanic will be familiarized with the continuous shift routines and will be prepared to go on shifts as soon as the familiarization period is completed but not later than five (5) months after date of hire.

- 3B. The new Electrician will be familiarized with the continuous shift routines and will be prepared to go on shifts as soon as the familiarization period is completed but not later than twelve (12) months after date of hire.

- 3C. The new Apprentice will be trained on day shift (or other shifts as appropriate) during which time he will be familiarized with the continuous shift routine. He will be prepared to go on shifts after the successful completion of his final year of apprenticeship.

4. These procedures will apply in all but exceptional circumstances, for example vacation purposes or sickness. An exceptional circumstance will be discussed with the Union and upon mutual agreement the familiarization period may be extended.
5. When the Maintenance person is prepared for continuous shifts, a notice will be posted from 12:00 noon to 12:00 noon for seven (7) calendar days in the Maintenance Department to allow present employees in the appropriate classification to bid for the opening on day shift.
6. The most senior applicant (of the Continuous Shift incumbents) for the opening on day shift will go on days and the new employee will be placed on the shift vacated no later than the week following the selection, unless there is a more senior employee on the MOL.
7. The Union will be notified of the successful applicant of this posting.
8. Should an opening occur on a shift, the duration of which is known to be for more than six (6) months, day schedule employees will be given first consideration in order of seniority as per the MOL, provided the efficiency of the operation is not adversely affected.

ARTICLE XXXIV  
TERMS, CONDITIONS  
MODIFICATION, RENEWAL AND TERMINATION

- 34:01 This Agreement shall become effective on the 1st day of June, 2006 and shall remain in effect until the 31st day of May 2009 and from year to year thereafter unless either party gives the other party notice in writing of its desire to modify or amend any section or provision thereof. Such notice must be given not less than sixty (60) days, not more than one hundred and twenty (120) days prior to the termination date of this agreement.
- 34:02 If notice of desire to modify or amend any section or provision of the Agreement is given by either party, in accordance with section 33:01, negotiations shall commence not later than twenty (20) calendar days after receipt of such written notice, and this agreement shall continue in full force and effect until consummation of a new Agreement or completion of the conciliation proceedings prescribed under the Labour Relations Act of the Province of Ontario.
- 34:03 The parties hereto agree that this Agreement and all attached Letters of Intent and Understanding and Memoranda of Agreement, shall constitute the complete Collective Agreement between the parties hereto and the parties hereto are bound by its terms and conditions.

- 34:04 This Agreement supersedes all previous Agreements and Memoranda relating hereto dated prior to the effective date of this Agreement.
- 34:05 The Union agrees that there shall be no strikes, work stoppages, walkouts or other actions which would stop or interfere with production.
- 34:06 The Company agrees that there shall be no lockout of employees.
- 34:07 The parties undertake to forward a copy of the Agreement to the printer within thirty (30) calendar days of the date of the signatures. The Company agrees to make available a copy of this Agreement to all employees.

SIGNED AT GUELPH, ONTARIO THIS 30th DAY OF May 2006.

For Owens Corning Canada Guelph Glass Plant

For UNITE HERE Local 1305 Guelph

---

Greig Charlton

Peter Raso

---

Charles White

B. J. Cardy

---

Patty Warner

Randy Conway

---

Candace King

Sean Conway

---

Ray Arai

Sam Ciccia

---

Tony Rooyakkers



APPENDIX 'A'  
SCHEDULES OF BASIC  
HOURLY RATES OF PAY    JUNE 1, 2006

Job Classification	Code	Con- tinuous Shift	Code	Non-Con tinuous Shift
Maintenance Mechanic CT	AB		LB	
Electrician CT	AC	27.88	LC	28.63
Carpenter-Painter CT			L5	
Electrician	A1		L1	
Maintenance Mechanic	A2	26.70	L2	27.46
Carpenter-Painter	-		L4	
Furnace Operator	C1		N1	
CFM Operator	C3	24.16	N3	24.92
Alloy Services	-		N2	
Binder Mixer	D1	23.85	P1	24.58
CSM Machine Operator	-		Q5	24.22
Batchhouse Operator	E3		Q3	
CSM Machine Operator	E4	23.53	-	23.92
Storeskeeper	-		Q4	
Utility Operator-Forming	E1	23.21	-	
Bushing Heat Control Man	E2		Q1	24.25
Yarn Checker-Forming	F1		RE	
Bushing Operator	F2		R8	
Boss High Pressure Water Cleaner	-		R3	
Winder-Forming	F3		R4	
CSM Fabrication Operator	F4	23.04	-	23.72
Wet Chop Operator/Winder	F5		-	
Roll-Up Operator - CSM	F6		-	
Wet Chop Bushing Operator	F8		-	
Inspector- CSM	G1		S1	
Packer-Textiles	G2	22.91	S2	23.61
Slitter - CSM	G3		-	
Roving Operator	G4		S4	
Creel Operator	G6			

APPENDIX 'A'

SCHEDULES OF BASIC  
HOURLY RATES OF PAY JUNE 1, 2006

Job Classification	Code	Con- tinuous Shift	Code	Non-Con tinuous Shift
Production Attendant – Forming	H3		-	
Reconditioner-Forming	H7	22.80	T7	23.44
Maintenance Utility	-	22.77	W4	23.42
Fab B Utility Cleaner	I6		W7	
Plant Services	-		X4	23.12
General Labour	K2	20.70	Z5	22.95
Apprentice Electrical			M1	
Apprentice Mechanical			M2	

The basic classification rate for probationary employees hired in the classifications of Electrician, Maintenance Mechanic, Carpenter/Painter shall be \$2.00 per hour less than the basic hourly rates listed above for the first forty-five (45) calendar days of the probationary period.

All employees hired to work in Production classifications shall be hired into a new entry rate level. This new entry rate reflects the current market rates for entry level positions.

New production employees to be paid at seventy-five percent (75%) of the classification rate during the first nine (9) months of employment.

All student will be paid at sixty-five (65%) of the production classification rate of pay.

Group Leaders shall be paid a premium of one dollar (\$1.00) per hour and their basic classification rate shall include the Group Leader's premium.

Charge Hands appointed for a lengthy illness or vacation relief purposes shall be paid a premium of fifty cents (\$.50) per hour plus a Group Leader's premium of one dollar (\$1.00) per hour and their basic classification rate shall include these premiums.

Upon completion of the cross training course, all skilled trades (Electrician, Maintenance Mechanic and Carpenter-Painter) will receive an additional \$1.00 per hour which shall be included in their base rate.

APPENDIX 'A'  
SCHEDULES OF BASIC  
HOURLY RATES OF PAY      JUNE 1, 2007

Job Classification	Code	Con- tinuous Shift	Code	Non-Con tinuous Shift
<hr/>				
Maintenance Mechanic CT	AB		LB	
Electrician CT	AC	28.44	LC	29.20
Carpenter-Painter CT			L5	
<hr/>				
Electrician	A1		L1	
Maintenance Mechanic	A2	27.23	L2	28.01
Carpenter-Painter	-		L4	
<hr/>				
Furnace Operator	C1		N1	
CFM Operator	C3	24.64	N3	25.42
Alloy Services	-		N2	
<hr/>				
Binder Mixer	D1	24.32	P1	25.07
<hr/>				
CSM Machine Operator	-		Q5	24.70
<hr/>				
Batchhouse Operator	E3		Q3	
CSM Machine Operator	E4	24.00	-	24.40
Storeskeeper	-		Q4	
<hr/>				
Utility Operator-Forming	E1		-	
Bushing Heat Control Man	E2	23.66	Q1	24.73
<hr/>				
Yarn Checker-Forming	F1		RE	
Bushing Operator	F2		R8	
Boss High Pressure Water Cleaner	-		R3	
Winder-Forming	F3		R4	
CSM Fabrication Operator	F4	23.50	-	24.19
Wet Chop Operator/Winder	F5		-	
Roll-Up Operator - CSM	F6		-	
Wet Chop Bushing Operator	F8		-	
<hr/>				
Inspector- CSM	G1		S1	
Packer-Textiles	G2	23.37	S2	24.07
Slitter - CSM	G3		-	
Roving Operator	G4		S4	
Creel Operator	G6			
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APPENDIX 'A'

SCHEDULES OF BASIC  
HOURLY RATES OF PAY JUNE 1, 2007

Job Classification	Code	Con- tinuous Shift	Code	Non-Con tinuous Shift
Production Attendant – Forming	H3		-	
Reconditioner-Forming	H7	23.26	T7	23.91
Maintenance Utility	-	23.22	W4	23.89
Fab B Utility Cleaner	I6		W7	
Plant Services	-		X4	23.58
General Labour	K2	22.73	Z5	23.41
Apprentice Electrical			M1	
Apprentice Mechanical			M2	

The basic classification rate for probationary employees hired in the classifications of Electrician, Maintenance Mechanic, Carpenter/Painter shall be \$2.00 per hour less than the basic hourly rates listed above for the first forty-five (45) calendar days of the probationary period.

All employees hired to work in Production classifications shall be hired into a new entry rate level. This new entry rate reflects the current market rates for entry level positions.

New production employees to be paid at seventy-five percent (75%) of the classification rate during the first nine (9) months of employment.

All student will be paid at sixty-five (65%) of the production classification rate of pay.

Group Leaders shall be paid a premium of one dollar (\$1.00) per hour and their basic classification rate shall include the Group Leader's premium.

Charge Hands appointed for a lengthy illness or vacation relief purposes shall be paid a premium of fifty cents (\$.50) per hour plus a Group Leader's premium of one dollar (\$1.00) per hour and their basic classification rate shall include these premiums.

Upon completion of the cross training course, all skilled trades (Electrician, Maintenance Mechanic and Carpenter-Painter) will receive an additional \$1.00 per hour which shall be included in their base rate.

APPENDIX 'A'  
SCHEDULES OF BASIC  
HOURLY RATES OF PAY JUNE 1, 2008

Job Classification	Code	Con- tinuous Shift	Code	Non-Con tinuous Shift
Maintenance Mechanic CT	AB		LB	
Electrician CT	AC	29.01	LC	29.78
Carpenter-Painter CT			L5	
Electrician	A1		L1	
Maintenance Mechanic	A2	27.77	L2	28.52
Carpenter-Painter	-		L4	
Furnace Operator	C1		N1	
CFM Operator	C3	25.13	N3	25.93
Alloy Services	-		N2	
Binder Mixer	D1	24.81	P1	25.57
CSM Machine Operator	-		Q5	25.19
Batchhouse Operator	E3		Q3	
CSM Machine Operator	E4	24.48	-	24.89
Storeskeeper	-		Q4	
Utility Operator-Forming	E1		-	
Bushing Heat Control Man	E2	24.13	Q1	25.22
Yarn Checker-Forming	F1		RE	
Bushing Operator	F2		R8	
Boss High Pressure Water Cleaner	-		R3	
Winder-Forming	F3		R4	
CSM Fabrication Operator	F4	23.97	-	24.67
Wet Chop Operator/Winder	F5		-	
Roll-Up Operator - CSM	F6		-	
Wet Chop Bushing Operator	F8		-	
Inspector- CSM	G1		S1	
Packer-Textiles	G2	23.84	S2	24.55
Slitter - CSM	G3		-	
Roving Operator	G4		S4	
Creel Operator	G6			

APPENDIX 'A'

SCHEDULES OF BASIC  
HOURLY RATES OF PAY JUNE 1, 2008

Job Classification	Code	Con- tinuous Shift	Code	Non-Con tinuous Shift
Production Attendant – Forming Reconditioner-Forming	H3 H7	23.72	T7	24.39
Maintenance Utility Fab B Utility Cleaner	- I6	23.68	W4 W7	24.37
Plant Services	-		X4	24.05
General Labour	K2	23.18	Z5	23.88
Apprentice Electrical Apprentice Mechanical			M1 M2	

The basic classification rate for probationary employees hired in the classifications of Electrician, Maintenance Mechanic, Carpenter/Painter shall be \$2.00 per hour less than the basic hourly rates listed above for the first forty-five (45) calendar days of the probationary period.

All employees hired to work in Production classifications shall be hired into a new entry rate level. This new entry rate reflects the current market rates for entry level positions.

New production employees to be paid at seventy-five percent (75%) of the classification rate during the first nine (9) months of employment.

All student will be paid at sixty-five (65%) of the production classification rate of pay.

Group Leaders shall be paid a premium of one dollar (\$1.00) per hour and their basic classification rate shall include the Group Leader's premium.

Charge Hands appointed for a lengthy illness or vacation relief purposes shall be paid a premium of fifty cents (\$.50) per hour plus a Group Leader's premium of one dollar (\$1.00) per hour and their basic classification rate shall include these premiums.

Upon completion of the cross training course, all skilled trades (Electrician, Maintenance Mechanic and Carpenter-Painter) will receive an additional \$1.00 per hour which shall be included in their base rate.

