



**Collective Agreement**

Between



**Celanese**

*EVA Polymers*

And



**UNIFOR**

Local 21A

January 21, 2013 – January 18, 2016

## Table of Contents

<b>Article</b>	<b>Title</b>	<b>Page</b>
1	Recognition .....	2
2	Cooperation.....	3
3	Representation .....	9
4	Hours of work .....	11
5	Overtime and other allowances .....	13
6	Wages—classification.....	24
7	Seniority .....	26
8	Grievance procedure.....	38
9	Arbitration .....	43
10	Safety .....	44
11	12 hour continuous shifts .....	45
12	EDO schedule for regular maintenance day workers.....	46
13	Termination .....	46
14	Notices.....	48
<b>Schedule</b>		
A	Hourly wage rates .....	49
B	Premiums .....	52
	Apprenticeship Program .....	54
B	Arbitration Proceedings.....	56
C	Vacations.....	58
D	Twelve (12) hour continuous shifts ....	62
E	EDO schedule for regular maintenance day workers.....	67

In addition to the Articles of this agreement, the following list of Letters of Understanding and any other signed during the term of this agreement will remain in force and effect until such time that they expire or to the end of the term of this agreement.

<b>Celanese EVA Polymers Inc. – Letters of Understanding</b>				
<b>Date</b>	<b>Subject</b>	<b>Details</b>	<b>Comments</b>	<b>Expiry</b>
January 21, 2013	Travel Time	Added into sleep time	Life of current agreement	January 18, 2016
January 21, 2013	HSIRT	Training Fund for employees	Health, Safety and Industrial Relations Training Fund	January 18, 2016
January 21, 2013	Eye Glasses	Eyeglass coverage \$400 per family member per 24 months	Life of current agreement	January 18, 2016

## **MEMORANDUM OF AGREEMENT**

BY AND BETWEEN

**Celanese EVA Polymers Inc.**  
a business corporation of Canada

AND

**UNIFOR LOCAL 21A**

WITNESSETH THAT, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto have agreed as follows:

### **Celanese Employee Preamble**

Our goal is to ensure the long term viability of the  
EVA Polymer Product lines.

The parties recognize that employee involvement promotes a spirit of mutual understanding, harmony and cooperation between the Company, UNIFOR – Local 21A as well as its' members. This action, resulting in a safe, efficient and competitive manufacturing facility that provides quality jobs in the Edmonton area.

The Company and the Union agree to support activities that enhance efforts to achieve and maintain a competitive manufacturing facility.

## **ARTICLE I RECOGNITION**

**1.01** In this agreement

- (i) "Company" means the corporation Celanese EVA Polymers Inc. as a whole.
- (ii) "said Site" means the polyethylene manufacturing plant operated by the Company at 4405 - 101st Ave, Edmonton, known as the Edmonton Site.
- (iii) "Employee" means anyone employed at the said Site, who is paid at an hourly rate, except office, clerical and technical personnel and security guards, and in accordance with the certificate granted to the Union by the Labour Relations Board of the Province of Alberta.
- (iv) "Bargaining Unit" means the unit of employees as defined in (iii) above.
- (v) "Union" means UNIFOR Local 21A.

**1.02** This agreement covers all employees as defined above.

**1.03** The Company recognizes the Union during the term of this agreement as the exclusive bargaining agent of the employees for the purpose of collective bargaining in respect of wages, hours of work, seniority, grievance procedure and such other working conditions as are included in this agreement.

- 1.04** The Union recognizes the right of the Company, subject to the terms of this agreement, to manage the said Site, and to direct the working forces, including the right to hire, promote or transfer any employee and for just cause to demote, discipline or suspend any employee or to terminate the employment of any employee.
- 1.05** The Union agrees that the Company may at any time change hours of work, determine or change work assignments or methods and select the materials to be handled, processed or manufactured.
- 1.06** The Union further recognizes the right of the Company to make and alter from time to time rules and regulations, not inconsistent with this agreement, to be observed by the employees.

## **ARTICLE 2 COOPERATION**

- 2.01** The Union agrees that it will not cause, authorize or sanction, nor permit its members to cause or take part in (and it is agreed that the Company may discharge any employee who causes or takes part in) any sit-down, stay-in or slow-down in any department or any strike or stoppage of any of the Company's operations or any curtailment of work or restriction of or interference with production or any picketing of the Company's premises during the term of this agreement.

- 2.02** The Company agrees that it will not cause or sanction a lockout during the term of this agreement.
- 2.03** The Company agrees that the Union may post notices in the said Site, on notice boards supplied by the Company for such purposes, or use electronic forms of distribution to distribute the notices, provided that such notices have been individually approved in writing by Human Resources. The Union agrees that it will distribute or post only such material (including advertising or political matters, cards, notices, or other kinds of literature) within the said Site or its appurtenances as has been specifically approved by Human Resources.
- 2.04** During the term of this agreement, the Company will deduct an amount equivalent to the monthly Union membership dues from the wages of each employee who furnishes the Company with a signed authorization directing that such deductions be made.

All employees shall, as a condition of employment, be required to execute such an authorization for the deduction of an amount equivalent to the regular monthly Union dues on attaining thirty (30) consecutive calendar days employment with the Company. Such authorization and all other authorizations in effect on or after the effective date of this agreement shall not be revocable; notwithstanding any provision contained in the previously executed authorization. Authorizations in the form designated in any previous collective

agreement between the Company and the Union and which have not been revoked prior to the effective date of this agreement shall be equally effective except that they shall be deemed to have been amended, as of the date of this agreement.

The amount to be deducted shall be equivalent to the regular monthly membership dues duly authorized by UNIFOR Local 21A. It is understood that the formula used to calculate the amount of monthly Union membership dues will not be changed more frequently than three times in each calendar year. The President of the Union shall confirm in writing that all procedures required by the constitution and by-laws of the Union were complied with and that a special assessment in a particular amount, designating that amount, was approved. The Union shall notify the Company in writing thirty (30) consecutive calendar days before such a change becomes effective and the Company shall post a notice on the notice boards indicating the effective date of the new deduction. The Company shall remit to the Secretary-Treasurer of the Local Union the total amounts so deducted not later than ten (10) consecutive calendar days after the deduction has been made. The Company will at the same time forward to the Union a list of those persons who have since the date of the last payment to the Union, supplied the Company with a written authorization or who have been transferred out of the bargaining unit or whose employment has been terminated.



The Company will forward, when requested by the Union, a list of all employees who have authorized such deductions. In consideration of the deducting and forwarding by the Company of the amounts so deducted the Union agrees to indemnify and save the Company harmless against any claim or liability arising out of or resulting from the operation of this clause.

- 2.05** There shall be no discrimination, intimidation, interference, restraint, coercion, attempted coercion by or on behalf of the Company or by or on behalf of the Union, its members or its agents with respect to any employee because of membership or non-membership in the Union.
- 2.06** No one shall conduct Union activities at the said Site during working hours except as specifically permitted in this agreement.
- 2.07** The Company agrees to forward to the Union a copy of any written reprimand placed in an employee's file on or after the effective date of this agreement, except when the employee concerned requests the Company not to do so at the time the reprimand is discussed with the employee.
- 2.08** The Company agrees to notify the Union in writing within five (5) working days of the reason for the discharge or suspension of any employee. Any discharge or suspension may be discussed as a grievance. In the event that an employee is discharged or suspended and after subsequent

investigation is exonerated and reinstated, the employee shall be reimbursed for the time lost by reason of such discharge or suspension on the basis of the employee's regularly scheduled normal number of daily hours of work less earnings received from other employers in respect of the period for which the employee is to be reimbursed.

**2.09** (i) It is agreed that the application of the Employee Benefit Plans, with the exception of Vacations For Payroll Employees Plan, shall continue in respect of the employees in conformity with their general and current application throughout the Company.

(ii) **Twelve (12) Hour Continuous Shifts (From Schedule "D")**

It is agreed that the application of the Employee Benefit Plans, with the exception of Vacations For Payroll Employees Plan shall continue in respect of employees assigned to twelve (12) hour continuous shifts in conformity with their general and current application throughout the Company. It is understood that the benefits provided in any one of such plans to an employee assigned to twelve (12) hour continuous shifts shall not exceed those which the employee would have received had the employee been assigned to an eight (8) hour continuous shift schedule.

**(iii) EDO Schedule For Regular Maintenance Day Workers (From Schedule "E")**

It is agreed that the application of the Employee Benefit Plans, with the exception of Vacations for Payroll Employees Plan shall continue in respect of employees assigned to work the E.D.O. Schedule in conformity with their general and current application throughout the Company. It is understood that the benefits provided in any one of such plans to an employee assigned to work the E.D.O. Schedule shall not exceed those which the employee would have received had the employee been assigned to an eight (8) hour regular day work schedule.

**2.10** The Company agrees, during the term of this agreement, to grant vacations with vacation allowance in accordance with the provisions contained in Schedule "C" of this agreement.

**2.11** Notwithstanding the provisions of Article 2.10 it is understood that should a change be made by the Company during the term of this agreement in the Vacations for Payroll Employees Plan which applies generally throughout the Company and which has the effect of increasing the aggregate level of benefits currently provided, the terms and conditions of the revised Vacation for Payroll Employees Plan shall apply to employees on the effective date of such revision.

- 2.12** The Company will continue to make what is in its opinion reasonable provision for the safety of its employees during the hours of their employment. The Company will provide such protective devices, wearing apparel and other equipment which, in its opinion, are necessary to protect the employee from injury. The Union may make recommendations on safety to the Company.
- 2.13** The Company undertakes to communicate to the Union, of any layoff planned by the Company as soon as practicable before such layoff becomes effective.
- 2.14** The Company will advise the Union of the start date of employment for new members. The Union will provide Union Orientation during the Company orientation process.

### **ARTICLE 3 REPRESENTATION**

- 3.01** The Company agrees to recognize nine (9) stewards, one of whom shall be the chief steward, to represent four (4) groups of employees (North Polymers, 5R, Compounding/Finishing, and Maintenance/Powerhouse). The Union shall notify the Company in writing of the names of the stewards. It is understood that a steward may, with the permission of the steward's first line supervisor, be permitted to leave the steward's regular duties for a reasonable length of time in order to investi-

gate and settle grievances in the steward's group. In the event that the chief steward is on shift work, another steward on day work may be appointed to serve as assistant chief steward, with power to act in the cases when the regular chief steward is not readily available.

**3.02** The Company agrees to recognize a Union Bargaining Committee of not more than six (6) employees for the purposes of negotiating the renewal of this agreement in accordance with Article 13. Members of the bargaining committee, not to exceed six (6) in number, shall be paid at straight time for scheduled time missed while in negotiation meetings with the Company.

**3.03** The Company also agrees to recognize a Grievance Committee of not more than five (5) employees, one of whom shall be the chief steward. The Grievance Committee shall have the right of meeting the appointed representatives of the Company for purposes of discussing grievances submitted to the Grievance Committee in accordance with the provisions of Article 8.

**3.04** The Company further agrees to recognize a Union Committee of not more than six (6) employees. The Union Committee shall have the right of meeting the appointed representatives of the Company at least once every month for the purpose of discussing matters arising under the agreement, excluding grievances submitted to the Grievance

Committee in accordance with the provisions of Article 8.

- 3.05** Members of the above committees who happen to be on duty shall be paid their straight time hourly rate for that part of their regularly scheduled working hours devoted to attendance at meetings of such committees held on Company property. A representative of the UNIFOR Local 21 -A may be in attendance at such meetings.
- 3.06** Members of the Union, not exceeding three (3) in number at any one time, may be granted reasonable leave of absence without pay for the purpose of attending to Union business, provided production requirements permit. Each individual leave of absence so granted shall not in any event exceed a period of fifteen (15) consecutive calendar days.

## **ARTICLE 4 HOURS OF WORK**

- 4.01 Day Workers Schedule** - For employees assigned to regular day work, the normal number of daily hours of work shall be eight (8) hours for five (5) days per week, in accordance with the schedule established from time to time for such employees.
- 4.02 (i) Eight (8) Hour Shift Worker**  
For employees assigned to work which is performed on a two or three shift basis, the normal number of daily hours of work shall

be eight (8) for an average of five (5) days per week, in accordance with the schedule established from time to time for such employees.

(ii) **Twelve (12) Hour Continuous Shifts (From Schedule "D")**

For employees assigned to work on the twelve (12) hour continuous shift schedule the normal number of daily hours of work shall be twelve (12) for an average of forty (40) hours per week in accordance with the schedules established from time to time for such employees. The Company agrees that employees who worked 12 hour continuous rotating shifts will be given eighteen (18) hours straight time pay once per year in recognition of the extra time they spend handling the shift over to their relief. This straight time pay will be pro-rated for the year.

(iii) **EDO Schedule for Regular Maintenance Day Workers (From Schedule "E")**

For employees assigned to work on the E.D.O. Schedule the normal number of daily hours of work shall be eight and one-half (8 1/2) Monday to Thursday and eight (8) on Friday, for an average of forty (40) hours per week in accordance with the schedule established from time to time for such employees.

**4.03** The normal number of daily hours of work is stated solely for the purpose of calculating overtime and

shall not be construed as a guarantee of any minimum nor as a restriction on any maximum number of hours to be worked.

- 4.04** An employee, assigned to operations on a shift which is scheduled to be followed immediately by another shift without lapse of time, shall not leave the employee's work place until relieved by the employee assigned to the same operations on the succeeding shift unless by special permission of the employee's first line supervisor or department supervisor.
- 4.05** All employees except those on a continuous two or three shift operation will be granted two ten-minute rest periods, one during the first half of their working day and one during the second half of their working day as assigned by the Company.

## **ARTICLE 5 OVERTIME AND OTHER ALLOWANCES**

- 5.01** An employee shall be paid at the rate of double time for work performed in excess of the employee's normal number of daily hours of work.
- 5.02** Except as otherwise stipulated in this clause, an employee shall be paid an amount equivalent to eight (8) hours' pay at the employee's straight time hourly rate for the following holidays, whether or not the employee works on such holidays:



- New Year's Day
- Family Day – 3<sup>rd</sup>  
Monday in February
- Good Friday
- Victoria Day
- 2<sup>nd</sup> Monday in June
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

Should either the Provincial or Federal Governments legislate a new statutory holiday, the parties to this agreement agree that the 2<sup>nd</sup> Monday in June holiday shall be moved to observe any new statutory holiday declared by legislation.

However, an employee shall not be entitled to be so paid for such a holiday:

- (i) if the employee does not work on the holiday when the employee has been required or scheduled to do so; or
- (ii) if the employee is absent without good cause on the scheduled working day immediately preceding or succeeding the holiday; or
- (iii) if the employee is absent on both the scheduled working days immediately preceding and succeeding the holiday for any reason except vacation or illness supported by evidence acceptable to the Company of three (3) consecutive working days or less; or
- (iv) if the holiday occurs while the employee is on leave of absence for any reason except for

illness supported by evidence acceptable to the Company of three (3) consecutive working days or less; or

(v) if the employee has been employed by the Company for less than thirty (30) consecutive calendar days.

**5.03** (i) An employee who works on any of the holidays mentioned in 5.02 shall be paid at the rate of double time. Where the provisions of 5.02 (v) of Article 5 would apply to the work if the day was not a holiday, the minimum payment and travelling allowance shall also apply.

(ii) **Twelve (12) Hour Continuous Shifts (From Schedule "D")**

An employee who works on any of the holidays mentioned in 5.02 shall be paid at the rate of double time for all hours worked. However, where the provisions of 5.02(v) of Article 5 would apply to the work if it was not a holiday, the minimum payment and travelling allowance provided in 5.02(v) of this Article 5 shall apply.

**5.04** For shift workers, the holidays listed in 5.02 shall be observed on the day that they occur on the calendar. For day workers if another day is substituted by statute or decree or by mutual agreement between the parties for the observance of any of the holidays listed in 5.02 the day of observance so substituted shall be deemed to be the holiday for

the purpose of Article 5. The substituted day shall be mutually agreed upon a minimum of thirty (30) consecutive calendar days prior to the holiday.

- 5.05** If an employee is required to report to the said Site for the performance of any work at other than the employee's regularly scheduled working hours, the employee shall be paid a minimum amount equivalent to four hours at the employee's straight time rate if the employee's pay for work performed is less than this amount.

If an employee is advised after the employee has left the said Site to report for such unscheduled work, the employee will receive a travelling allowance equivalent to two (2) hours' pay at the employee's straight time rate, except when such unscheduled work forms a continuous period with the employee's regularly scheduled working hours, in which case the employee will receive a travelling allowance equivalent to one (1) hour's pay at the employee's straight time rate.

If an employee is advised after the employee has left the said Site to report for unscheduled work, the employee will receive a traveling allowance equivalent to two (2) hours' pay at the employee's straight time rate, except when such unscheduled work forms a continuous period with the employee's regularly scheduled working hours, in which case the employee will receive a traveling allowance equivalent to one (1) hour's pay at the employee's straight time rate. Any shift worker

called in early for training purposes to their shift will not receive the one (1) hour's pay at the employee's straight time rate.

**5.06** (i) Whenever an employee's regularly scheduled working hours are changed by the Company, that is, both starting and finishing times changed, the employee shall be paid at the rate of double time for the employee's first working shift following such change, unless notice of such change has been given to the employee by the Company twenty-four (24) hours or more prior to the old starting time or the new starting time, whichever is the earlier. If as a result of a change in schedule any employee is required to work in excess of six (6) consecutive days without being entitled to premium payments, the employee will be paid at the rate of double time for the seventh day worked.

(ii) **Twelve (12) Hour Continuous Shifts (From Schedule "D")**

Whenever an employee's regularly scheduled working hours are changed by the Company, that is, both starting and finishing times changed, the employee shall be paid at the rate of double time for the employee's first working shift following such change, unless reasonable notice of such change has been given to the employee by the Company one (1) calendar week or more prior to the old

starting time or the new starting time, whichever is earlier.

(iii) **EDO Schedule for Regular Maintenance Day Workers (From Schedule "E")**

Whenever an employee's regularly scheduled working hours are changed by the Company, that is, both starting and finishing times changed, the employee shall be paid at the rate of double time for the employee's first working shift following such change, unless notice of such change has been given to the employee by the Company twenty-four (24) hours or more prior to the old starting time or the new starting time, whichever is earlier.

(iv) **Twelve (12) Hour Continuous Shifts - Replacement System (From Schedule "D")**

An employee scheduled to work a twelve (12) hour continuous shift who is unable to report to such shift due to sickness or for other reasons shall make every effort to inform the employee's immediate supervisor, or the immediate supervisor's delegate, of the employee's absence and the expected length of such absence as soon as possible and in no event later than the scheduled commencement of the employee's shift. As soon as the employee's immediate supervisor, or the immediate supervisor's delegate, is informed of the absence of such employee, the said supervisor or delegate will assign an availa-

ble qualified employee to perform the work required from among available qualified employees at work in the Department. In the event such an assignment is not practical, the immediate supervisor or the immediate supervisor's delegate will first offer such work to those employees assigned to twelve (12) hour continuous shifts in the same classification who are on scheduled days off. If the immediate supervisor or the immediate supervisor's delegate is unable to obtain a replacement from among such employees, the said supervisor or delegate will offer such work to qualified employees assigned to twelve (12) hour continuous shifts who are on scheduled days off.

If the immediate supervisor or the immediate supervisor's delegate is still unable to obtain a replacement, the said supervisor or delegate will again contact an employee assigned to twelve (12) hour continuous shifts in the same classification who is on a scheduled day off. In such event the employee so contacted shall report with all due haste to take up the duties of the absent employee for such period of time as may be required.

**5.07** Notwithstanding the foregoing provisions of Article 5 an employee shall be paid at the straight time rate for overtime work performed, with the permission of the first line supervisor, at the

employee's own request in substitution for the employee's regularly scheduled working hours or in an exchange of working hours with another employee.

**5.08** An employee who has been employed by the Company for thirty (30) consecutive calendar days shall be eligible for the following bereavement leave:

- (1) in the case of an absence from work for the purpose of arranging and/or attending the funeral of a spouse or child, up to a maximum of five (5) consecutive days commencing in the period between the date of death and the date of funeral.
- (2) (a) in the case of an absence from work for the purpose of arranging and/or attending the funeral of a mother, father, sister, brother, mother-in-law, father-in-law or grandchild up to a maximum of three (3) consecutive days within the period commencing on the date of death and extending up to and including the date after the funeral.
- (b) Subject to Article 5.08 (2) (a), bereavement leave with pay may be extended by two (2) additional travel days for the bereavement entitlement and circumstances identified in Article 5.08(2) (a) when the death and other circumstances require travel time in excess of five (5) hours.

(3) in the case of an absence from work for the purpose of arranging and/or attending the funeral of a grandmother, grandfather, brother-in-law, sister-in-law, son-in-law, or daughter-in-law up to a maximum of one (1) day within the period commencing on the date of death and extending up to and including the date after the funeral.

**5.09** Where any such bereavement leave falls on a day on which the employee is regularly scheduled to work and would have worked had the employee not been granted bereavement leave, the employee shall be paid a bereavement allowance for each such day equivalent to the employee's applicable straight time hourly rate for the employee's normal scheduled number of daily hours.

**5.10** It is understood that if any employee is absent from work because of vacation, a recognized holiday described in Article 5.02, or a leave of absence with pay, and a death in the family as identified in Article 5 warrants bereavement leave, the employee shall be allowed to substitute paid bereavement allowances subject to the Articles 5.08 1, 2, 3, of this agreement.

No payment or substitution, however, shall be made for any part of the bereavement leave that falls on a scheduled day off. In the event of an illness, an absence not authorized by the Company or a leave of absence without pay for any other reason, the employee shall not be enti-



tled to any bereavement allowance during such absence.

To qualify for bereavement leave and allowance, the employee must notify the employee's immediate supervisor as soon as possible upon learning of the death in the family and may be required to provide acceptable documentation to Human Resources, immediately upon return from the bereavement leave.

- 5.11** An employee shall be paid at the employee's straight time hourly rate for hours devoted to attendance at Management/Union Dialogue Committee meetings, authorized by the Company and held for the mutual benefit of both the Employee and the Company.
- 5.12** (i) An employee shall not be entitled to be paid under more than one clause of Article 5 unless otherwise specifically provided, and in any event the rate of payment, excluding the minimum payment and travelling allowance provided for in 5.05 shall not exceed twice the straight time hourly rate except in respect of work performed on the recognized holidays specified in 5.02, in which case such rate, excluding the travelling allowance and minimum payment provided for in 5.05 but including the holiday allowance, shall not exceed three (3) times the straight time hourly rate.

(ii) **Twelve (12) Hour Continuous Shifts (From Schedule D)**

An employee shall not be entitled to be paid under more than one clause of this Article 5 or Schedule "D" unless otherwise specifically provided, and in any event the rate of payment, excluding the minimum payment and travelling allowance provided for in Article 5.05 shall not exceed twice the straight time hourly rate except in respect of work performed on the recognized holidays specified in Article 5.02, in which case such rate, excluding the travelling allowance and minimum payment provided for in Article 5.05 but including the holiday allowance, shall not exceed three (3) times the straight time hourly rate.

(iii) **EDO Schedule for Regular Maintenance Day Workers (From Schedule E)**

An employee shall not be entitled to be paid under more than one clause of this Article 5 or Schedule "E" unless otherwise specifically provided and in any event the rate of payment, excluding the minimum payment and travelling allowance provided for in Article 5.05 shall not exceed twice the straight time hourly rate except in respect of work performed on the recognized holidays specified in Article 5.02, in which case such rate, excluding the travelling allowance and minimum payment provided for in Article 5.05 but including the

holiday allowance, shall not exceed three (3) times the straight time hourly rate.

**5.13** All union employees will be entitled to 24 hours of paid sick time per calendar year.

If the employees use the 24 hours of sick time prior to the end of the calendar year and they find that they are unable to attend work due to illness, they will fall back to the 24 unpaid hour wait time rule that is currently in place.

Any portion of the 24 hours that is remaining at the end of the calendar year will be paid out at straight pay to the employee on the first pay date in January. An employee must be an Active Employee on December 31 of each year to receive this allotted pay out of unused sick time. This rule ensures that if an employee very rarely calls in sick they will still benefit from this program.

## **ARTICLE 6 WAGES—CLASSIFICATION**

**6.01** The classification of existing occupations and the wage rates applying thereto shall be as shown in Schedule "A" Hourly Rates which is made part of this agreement and is signed for identification by the parties hereto. In the event that the job content of any occupation is substantially changed during the term of this agreement or a new occupation is established, the occupation may be

reclassified or classified, as the case may be, by the Company and the Company agrees to review such changed or new classification with the Union.

- 6.02** The classification of the employees shall be done by the Company. While an employee may at any time discuss the employee's classification with the employee's first line supervisor, no request for a change in the classification of such employee need be entertained by the Company unless presented to the Company within thirty (30) consecutive calendar days following the date of the classification or change in classification to which such employee objects.
- 6.03** If an employee is assigned to work in a higher-rated classification the employee shall be paid at such higher rate during the time the employee is so employed, if qualified. If an employee is temporarily assigned to work in a lower-rated classification for the convenience of the Company the employee shall continue to be paid at the rate established for the classification under which the employee is listed on the payroll. If an employee is assigned to a lower-rated classification at the employee's own request or on account of lack of work, physical or mental disability or unsatisfactory performance of the employee's duties, the employee shall be reclassified and paid at the rate established for such classification immediately.

## **ARTICLE 7 SENIORITY**

**7.01** An employee, save and except a student employed during the school vacation period (April 15 to September 15), shall acquire seniority status after the employee has been in the employ of the Company at the Edmonton Site for a probationary period of ninety (90) working days.

The school vacation period specified herein may be extended by mutual agreement between the Company and the Union.

**7.02** Seniority shall, for the purposes of this agreement, be calculated so as to start from and include all periods of a person's employment from the most recent date on which the employee became employed by the Company within the bargaining unit.

(i) In the case of two or more employees commencing employment on the same day, seniority will be decided by a draw on the first day of work.

**7.03** Seniority shall be lost upon termination of employment for any reason. It shall be restored upon re-employment by the Company if the termination was due to a lay-off that does not exceed twelve (12) months.

**7.04** Persons who accept a temporary position outside the bargaining unit, either at the Edmonton Site or

elsewhere within the Company, shall continue to earn seniority for the duration of the assignment and shall continue to pay union dues. A temporary assignment of this nature will not exceed one hundred and eighty (180) consecutive calendar days but may be extended by mutual agreement between the Company and the Union.

- 7.05** Notwithstanding Article 7.02 Seniority shall, for the purpose of this agreement, be calculated so as to include all periods of a persons employment from the earliest date of employment, either within the bargaining unit or not, on which the employee became employed by the Company, provided the employee accepted a position outside the bargaining unit prior to February 3, 2004 and provided such employment was not interrupted otherwise than by a lay-off of less than twelve (12) months.
- 7.06** Persons accepting a promotion or transfer to a permanent position outside of the bargaining unit may revert at their request to their former classification, and have their seniority restored when re-employed to their former position in the bargaining unit, provided they have not been outside the bargaining unit for more than ninety (90) consecutive calendar days.
- 7.07** Departmental seniority shall govern in the case of a lay-off which the Company expects to remain in effect for more than fourteen (14) consecutive cal-

endar days or a transfer or promotion to a second level classification within a department provided the senior employee is as well qualified as other employees.

For the purpose of this agreement all occupational classifications in Schedule "A" Hourly Rates which are preceded by a delta (D) shall be first level classifications. All other occupational classifications shall be second level classifications.

- (i) Seniority shall govern in the case of a lay-off which the Company expects to remain in effect for more than fourteen (14) consecutive calendar days or a transfer or promotion to a second level classification provided the senior employee is as well qualified as other employees.
- (ii) Seniority shall govern in the case of a lay-off which the Company expects to remain in effect for more than fourteen (14) consecutive calendar days or a transfer or promotion to first level classification provided the senior employee has the required skill and ability to perform the work.
- (iii) If any temporary lay-off should subsequently become permanent or exceed fourteen (14) consecutive calendar days in duration, the provisions of this Article 7.07 shall apply immediately but such application shall be without retroactive effects.

(iv) Notwithstanding the foregoing, it is understood that the qualifications required for an entry position in a line of progression will be equivalent to those required to progress to the highest classification in such line of progression.

**7.08** In recognition of the responsibility of management for the efficient and safe operations of the Edmonton Site, it is agreed that in all cases of a workforce reduction the following factors shall be applied:

- (i) Subject to the lay-off, recall and seniority provisions of Article 7, the Company will provide the union and employees with as much notice as practical of a workforce reduction that will result in any layoffs. For the purpose of defining the layoff period, the date and time of the layoff shall be deemed as the commencement of the layoff and the date and time of recall shall be deemed the time of the recall regardless of the shift.
- (ii) In the event of a permanent workforce reduction, lay-offs shall be made in the reverse order of departmental seniority with respect to second level classifications provided the senior employee, within the department, possesses equivalent or better qualifications than the incumbent.

When an employee is displaced from a second



level classification, the employee shall be given the opportunity to bump another employee with less seniority in a second or first level classification in another department provided the employee is as well qualified to perform the work as the incumbent.

When an employee in a first and/or second level classification is displaced from their current classification, the employee shall be given the opportunity to bump another employee with less seniority in that classification provided the employee had previously held that position, and the displaced employee is as well qualified to perform the work as the incumbent.

- (iii) Seniority shall govern in departments managing layoffs so long as the affected employees possess the required competencies to perform the work required for first level (delta) classifications and the progression requirements as outlined in Article 7.07 (iv). The Company shall not be unreasonable and agrees to advise the Union of the reasons for its decision.
- (iv) For the purpose of layoff and bumping only, an employee in a first level (delta) classification laid off from their employing department will be given the opportunity of displacing, on a Site basis, an employee with less seniority in the following classifications only:

- Compounding Operator I (S)
- Compounding Operator
- Packer I (S)
- Packer
- Labourer 1, 2, 3
- Stores Person
- Tool Crib Attendant
- Utility person
- Labourer – Polymer Janitor
- \*Extrusion Operator I (S)
- \*Extrusion Operator I
- \*Extrusion Operator II
- \*5R Extrusion Operator I (S)
- \*5R Extrusion Operator I
- Warehouseperson – Entry

\*A maximum of four (4) Extrusion Operators from each of Polymers South and North.

provided the employee has the required competencies and meets the progression requirements as outlined in Article 7.07 (iv) within the department to perform the work assigned productively .

If said employee bumps into one of the designated positions listed above, has the required competencies to perform the work assigned and the familiarization period was provided, but whose performance is deemed by management to be unacceptable following completion of the ninety (90) days familiarization period, they will be laid-off and will be eligible for recall or severance.

Subject to the foregoing all employees who bump into another position shall have up to ninety (90) days to familiarize themselves with the new job.

- (v) Prior to a permanent layoff, probationary and part time employees shall be terminated first, provided there are available remaining employees qualified to perform the required work of those displaced.
- (vi) A laid-off employee must notify the Company in writing of their intention to exercise bumping rights or may request a severance payment as outlined in Article 7 within seven (7) consecutive calendar days of the Company's notice of layoff. If the severance option is elected, the employee permanently terminates employment with the Company and forfeits all recall rights.
- (vii) In the event an employee is laid-off from Celanese EVA Polymers Inc. the Company will provide continued coverage of benefits for a period of sixty (60) consecutive calendar days from the date of the lay-off. The benefits provided are as follows:
  - 1. Employee, Spousal and Dependent Life Insurance
  - 2. Core Health Option 1 Coverage
  - 3. Core Dental Option 1 Coverage
  - 4. AD&D and Out of Country
- (viii) An employee affected by a reduction in workforce and bumps into a lower rated classification will retain his rate of pay prior to the bumping for a period of two (2) months.

- (ix) The Company reserves the right to recall a junior qualified employee for a reasonable period of time. This period of time may include instances where the Company needs to place the first available qualified employee into a position while awaiting the return and placement of a more senior equally qualified employee to be placed into the position.
- (x) Seniority shall not accumulate during any period of layoff, but each employee re-employed within the twelve (12) month recall period shall upon recall be credited with the seniority for the time on lay off. If the laid off employee is rehired after the twelve (12) month period, they shall be considered as a new employee without previously acquired seniority.

#### **7.09 Severance**

Notwithstanding any of the foregoing, in the event of a permanent layoff, following the bumping as per Article 7, a person whose employment is permanently terminated by the Company shall receive the severance allowance provided all obligations to continue to be regularly at work until the specific date of the layoff are fulfilled.

The amount of severance payment shall be an amount equals to two (2) weeks pay plus two (2) weeks of pay for each year of service times 1.15 times the employee's regular rate of pay at the time of severance, provided the employee has at least one year of continuous service with

the Company. Severance pay for a partial year of service will be calculated on a prorated basis. A week's pay shall equal forty (40) hours at the employee's base hourly rate, exclusive of premiums and other allowances.

#### **7.10 Recall**

When it is necessary to increase the working force, the Company agrees to recall available former employees who were laid-off within the previous twelve (12) months provided that these former employees have acquired seniority according to Article 7.01 at the time of lay-off and are qualified to perform the work.

- (i) Selection of laid-off former employees eligible for recall according to the provisions of the first paragraph will be made as follows:
  - (1) In the case of vacancies in second level classifications, seniority, at the time of lay-off shall govern among available laid-off former employees who are as well qualified to perform the work.
  - (2) In the case of vacancies in first level classifications, seniority at the time of lay-off shall govern among laid-off former employees who have the skill and ability to perform all duties of the work assigned.
  - (3) The recall to work means the procedures by which the provisions of the present article are applied.

- (ii) A former employee who has not filed a current address and telephone number with the Company shall be ineligible for re-employment under the provisions of 7.10.
- (iii) The Company will advise an eligible former employee by telephone, confirmed by registered letter, or if unable to contact the former employee by telephone, by double registered letter of the availability of a job opening. Should the former employee fail to reply in writing within five (5) days (excluding Saturdays, Sundays, and those holidays specified in Article 5.02 of this Agreement) from the date of mailing of such registered letter to the last forwarding address filed with the Company the former employee shall be deemed ineligible for re-employment under the provisions of 7.10.
- (iv) A former employee who is unable or unwilling to accept re-employment when required by the Company shall be bypassed in favour of another qualified former employee in accordance with the provisions of 7.10. If no such qualified former employee is available the vacant position will be filled by other candidates for employment.
- (v) When an employee declines a permanent recall into the same full-time position that he/she was laid off from, for reasons other than disability, as substantiated by the Company's

Medical Director or designate and Disability Case Manager, the employee shall be deemed to have resigned from the Company, removed from the recall list, and will receive the appropriate severance allowance.

When an employee declines two (2) permanent recalls into any full-time position, for reasons other than disability, as substantiated by the Company's Medical Director or designate and Disability Case Manager, the employee shall be deemed to have resigned from the Company, removed from the recall list, and will receive the appropriate severance allowance.

- (vi) Notwithstanding 7.10 (v) there is no obligation on the part of an employee on layoff to accept an offer of term or temporary employment nor will the laid off employee forfeit their position on the recall list if they reject a temporary or term appointment.

If a laid off employee accepts an offer of term employment and is subsequently returned to layoff, the employee shall resume the position on the recall list that was established at the time of layoff but the period of time on the recall list will be extended by the period of time the employee worked as temporary employee.

If a laid off employee accepts an offer of tem-

porary employment up to sixty (60) calendar days and is subsequently returned to layoff, the time on the recall list will be extended by the time of the temporary work. If it is more than 60 calendar days, the employee shall re-start the one year recall position on the recall list.

- 7.11** The Company agrees to post a notice at the said Site for a period of five (5) consecutive calendar days before permanently filling any vacancy in a classification in Schedule "A" or a new classification established by the Company which is to be included in Schedule "A" when these classifications are not filled by promotion or demotion of an employee in accordance with the line of progression established from time to time. The Company agrees to provide the Union with a copy of such posting. Where the duration of a temporary assignment is for three (3) months or less, the Company may approach a member who is qualified through training or experience to fulfill the assignment without posting. When it is found such assignment will exceed three (3) months or same assignment requires re-manning it shall be posted.
- 7.12** The Company agrees to alter the seniority list from time to time and to correct any errors therein whenever proof of error is submitted by the Union or any employee. No change shall be made in the seniority status of an employee without consultation with the Union.



## **ARTICLE 8 GRIEVANCE PROCEDURE**

**8.01** Grievance as used in this Agreement is any dispute, complaint, disagreement that involves the interpretation or application of the articles of this Agreement. Differences shall be redressed in the following manner:

**Step 1:** An employee and Union representative if appropriate shall discuss the matter in dispute directly with the immediate first line supervisor of the employee's department in an effort to resolve the matter prior to filing a formal grievance. The employee may, if desired, be accompanied and assisted by an elected Steward, take up the matter with the first line supervisor.

**Step 2:** Within two (2) scheduled working days of the Step 1 meeting, the immediate Supervisor is obliged to provide a response to the aggrieved employee. All formal grievances shall be in writing on forms provided by the Company. The aggrieved employee shall state clearly and concisely all facts which form the basis of the grievance, and identify the specific articles of the agreement that are alleged to have been violated. The formal grievance shall be dated and signed by the aggrieved employee and/or employees and the steward. If the matter remains unresolved, a formal grievance may be filed with copies to the immediate super-

visor and Human Resources (Issue Grievance Number). Failure to register the formal written grievance within five (5) working days, following the Step 1 meeting, shall mean that the matter at issue is deemed to have been settled.

**Step 3:** In the event the matter at issue remains un-settled to the satisfaction of the aggrieved employee a formal written grievance will be filed with the Department Manager or designate with appropriate copies as prescribed in this procedure. Upon receipt of the formal written grievance by the Department Manager, a formal grievance hearing shall be convened within seven (7) scheduled working days of receipt of Step 2. The Step 3 grievance hearing shall include the aggrieved employee, the designated steward, the department manager and a human resources representative. A formal written response by the Company will be provided to the aggrieved employee, with a copy to the Union and designated Steward, within five (5) scheduled working days following the Step 3 grievance meeting. In the event the matter at issue remains un-settled the grievance will advance to Step 4. The Department Manager must be informed within two (2) scheduled working days of the receipt of the Company's response, of the Union's intention to advance the grievance to the next stage or it will be deemed to have been resolved or abandoned.

**Step 4:** Upon failure to reach a resolution of the grievance, the whole matter shall be referred in writing to the Manager Human Resources or designate, including all previous documentation on the matter at issue within five (5) scheduled working days following receipt by the Union of the Company's Step 3 response. Upon receipt of the Step 3 grievance a formal grievance hearing shall be convened at a mutually acceptable time but within no more than ten (10) scheduled working days following receipt of the grievance at this stage. The Step 4 grievance hearing will include the Department Manager, Human Resources Manager, designated union representative(s) and any other individual the parties deem relevant to the grievance.

The decision of the Company shall be communicated in writing to the Grievance Committee within seven (7) scheduled working days from the date of the Step 4 hearing. A decision arrived at by agreement between the Company and the Grievance Committee with respect to any grievance shall be made in writing and shall be final and binding upon the Company and the Union. In the event that the Grievance Committee fails to notify the Company of its assessment of the extent to which the grievance has been resolved within two (2) scheduled working days from the receipt of the response, the grievance will be deemed to have been resolved or abandoned.

**8.02** Nothing in this agreement shall be deemed to take away the right of an individual employee to present any personal grievance to the Company.

**8.03** While an employee may discuss a grievance with the employee's first line supervisor at any time, a request for retroactive adjustment need not be entertained by the Company unless the grievance is presented within thirty (30) days of the date of the incident which gave rise to the grievance.

**8.04** (i) Any difference between the Company and the Union involving an alleged violation of any article of this agreement which directly affects the interests of the Union or the Company as a party to this agreement may be filed as a grievance in writing by either party. Any such grievance so submitted shall if initiated by the Union be signed by the President, or the President's appointee of the Celanese EVA Polymers unit of Local 21A or if initiated by the Company shall be signed by the Site Director or the Site Director appointee. The written grievance shall state the matter at issue, the grounds on which the violation of the agreement is alleged to have occurred, the specific clause or clauses relied upon and the nature of the relief or remedy sought.

(ii) The Company and the Grievance Committee shall meet to discuss the grievance at a time to be mutually agreed upon which shall not be later than twelve (12) days following the date

the grievance is submitted in writing. It is understood that a representative of UNIFOR Local 21-A may be in attendance at such meetings. All decisions arrived at by agreement between the Company and the Grievance Committee with respect to any grievance involving a direct difference between the Company and the Union shall be made in writing and shall be final and binding on both parties. In the event of failure to reach agreement the party to whom the matter was submitted shall confirm its decision in writing to the other party within ten (10) days.

(iii) While a grievance concerning a direct difference between the Company and the Union may be discussed at any time, a request for retroactive adjustment need not be entertained by the party to whom the grievance is submitted unless the grievance is presented in writing within thirty (30) days of the date of the incident which gave rise to the grievance. This type of grievance (Policy) shall be heard at Step 4 if mutual agreement between the Union President and the said sites Human Resource Manager is reached.

**8.05** Unless either party to a grievance processes it within the time limits set forth in this Article 8 the grievance shall be deemed to have been conceded.

**8.06** The time limits specified in this Article 8.01 shall

be deemed to be exclusive of Saturdays, Sundays, and those holidays described in Article 5.02 of this agreement. They refer to the scheduled working days of the aggrieved party.

## **ARTICLE 9 ARBITRATION**

- 9.01** Within a period of thirty-five (35) consecutive calendar days following the date on which the Company or the Union is required to confirm its decision in writing in accordance with the provisions of Article 8 Step 2 or Article 8.04 (ii) any grievance involving the interpretation, application, or alleged violation of any article of this agreement, including any question as to whether any matter is arbitrable, may, in the event of failure to reach agreement thereon, be referred by either party to arbitration by an arbitration board in accordance with the procedure contained in Schedule "B" of this agreement. It is agreed that a grievance that is not submitted to arbitration in accordance with the time limit set forth in Article 9.01 shall be deemed to have been abandoned.
- 9.02** The decision of the majority of the arbitration board on the matter at issue shall be final and binding on both parties but in no event shall the arbitration board have the power to add to, subtract from, alter or amend this agreement in any respect.

**9.03** Each party shall pay its own costs and the fees and expenses of witnesses called by it and of its representative. The fees and expenses of the Chairperson shall be shared equally between the parties.

## **ARTICLE 10 SAFETY**

**10.01** The Company and the Union recognize their mutual interest in safe working conditions and a high level of safety awareness among all employees. To this end the Company agrees to continue to make reasonable provisions for the safety of employees during the hours of their employment, and both the Company and the Union agree to participate in the co-operative and advisory activities specified in this Article 10.

**10.02** Such protective devices as the Company requires to be worn and other equipment which in the opinion of the Company is necessary to protect the employee from injury shall be provided by the Company.

**10.03** The Company agrees to recognize a Joint Committee on Occupational Health and Safety which shall meet at least once a month to discuss safety matters and to make recommendations to the Company on safety. The Joint Committee on Occupational Health and Safety shall be composed of an equal number of representatives selected by the Union and the Company.

**10.04** The Union shall select one employee representative from among employees regularly assigned to, or who is familiar with, each of the following areas:

- Maintenance (includes Powerhouse)
- Finishing Department
- Polymers Department – North
- Compounding Department
- Polymers Department – South
- Distribution Department

Should an employee representative selected by the Union resign from the Joint Committee on Safety or be terminated, the Union shall, within ten (10) days, select a replacement who is regularly assigned to or familiar with the area from which such employee resigned or was terminated.

## **ARTICLE 11 12 HOUR CONTINUOUS SHIFTS**

**11.01** The 12 hour continuous shift shall be administered in accordance with the provisions contained in Schedule "D".



**ARTICLE 12**  
**EDO SCHEDULE FOR REGULAR**  
**MAINTENANCE DAY WORKERS**

- 12.01** The EDO schedule for regular maintenance day workers shall be administered in accordance with the provisions contained in Schedule "E".

**ARTICLE 13**  
**TERMINATION**

- 13.01** This agreement shall become effective on July 3, 2013 the date of ratification, and shall remain in full force and effect up to and including January 18, 2016.
- 13.02** Either party may serve notice in writing of their intention to enter into collective bargaining for the purpose of revising this collective agreement. This notice shall be served not less than sixty (60) calendar days and not more than one hundred and twenty (120) calendar days from the expiry date of this collective agreement.
- 13.03** Subject to having served and received notice, the parties shall determine the time, place and method to present any written proposed modifications or revisions of this collective agreement.
- 13.04** Except for any specific expiry, termination, or clauses within this collective agreement or associated letters of understanding, if a renewal of

this collective agreement proposed for certain modification or revision is not secured prior to the termination date of this agreement all other existing clauses and conditions of this collective agreement shall remain in full force and effect until such modifications or revisions to the agreement have been ratified.

## ARTICLE 14 NOTICES

**14.01** Notices provided in Schedule "B" and Article 13, shall be in writing and shall be sufficient if sent by mail addressed, if to the Union, to the President Celanese EVA Polymers Inc. unit CEP Local, 21 - A and if to the Company, to the Site Director, Celanese EVA Polymers Inc.

<p>Celanese EVA Performance Polymers Inc. [Redacted Signature] Roger Page, Site Director</p>	<p>COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA, LOCAL 21 - A [Redacted Signature] Mike Kapalka, President</p>
Committee	
<p>Celanese EVA Performance Polymers Inc. [Redacted Signature] Darcy Pacholok [Redacted Signature] John McQuail [Redacted Signature] Dan Tompkins [Redacted Signature] Larry Beaudier [Redacted Signature] Carl Watkins</p>	<p>COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA, LOCAL 21 - A [Redacted Signature] James Selenbier, Unit Vice President [Redacted Signature] Jim Park, Unit Secretary/Treasurer [Redacted Signature] Tim Best, Local 21A [Redacted Signature] Bill Martin, Local 21A [Redacted Signature] Jim Walters, Local 21A [Redacted Signature] Pat Bursinger, National Representative</p>

This agreement and all the changes signed and approved herein reflect the signed Memorandum of Settlement dated June 27, 2013.

**SCHEDULE 'A'**  
**HOURLY WAGE RATES**

Job Classifications	Year		
	1/21/2013	1/20/2014	1/19/2015
<b>COMPOUNDING</b>	3.25%	3.50%	3.75%
Lead Compounding Operator	40.24	41.64	43.21
Lead Compounding Operator Relief	39.29	40.66	42.19
Compounding Operator III	37.35	38.65	40.10
Compounding Operator II	36.34	37.62	39.03
*Compounding Operator I	34.69	35.91	37.25
△*Compounding Operator (S)	31.57	32.68	33.90
<b>FINISHING</b>			
Lead Warehouse Operator	40.24	41.64	43.21
Lead Warehouse Operator Relief	39.29	40.66	42.19
Warehouse Person III	38.08	39.41	40.89
Warehouse Person II	36.86	38.15	39.58
Warehouse Person I	35.64	36.89	38.27
Packer III	34.27	35.47	36.80
Packer II	32.98	34.13	35.41
△*Packer I	31.57	32.68	33.90
△*Packer(s)	30.26	31.32	32.50
Product Shipper III (8 Day Worker)	35.19	36.42	37.78
Product Shipper II (8 Day Worker)	33.86	35.04	36.35
Product Shipper I (8 Day Worker)	32.20	33.33	34.58
Day Lead Warehouse Operator	39.29	40.66	42.19
<b>STORES</b>			
Stores person III	29.77	30.81	31.96
Stores person II	25.59	26.48	27.47
Stores person I	24.80	25.67	26.63
Stores person(s) (Entry/Temp)	24.20	25.05	25.99

Job Classifications	Year		
	1/21/2013	1/20/2014	1/19/2015
<b>POLYMERS</b>	3.25%	3.50%	3.75%
<b>Polymers South</b>			
5R Senior Operator	46.98	48.62	50.45
5R Control Operator II	43.57	45.10	46.79
5R Control Operator I	42.47	43.95	45.60
5R Area Operator	40.77	42.20	43.78
*5R Extrusion Operator I	36.15	37.41	38.82
*5R Extrusion Operator (S)	32.36	33.49	34.75
**Polymers Day Operator	46.05	47.66	49.45
<b>Polymers North</b>			
Senior Operator (P05)	46.98	48.62	50.45
Control Operator (P04)	43.57	45.10	46.79
Area Operator II (P03)	40.77	42.20	43.78
Area Operator I (P02)	40.21	41.61	43.17
*Extrusion Operator II (P01)	36.15	37.41	38.82
△*Extrusion Operator (S) (P0S)	32.36	33.49	34.75
**Polymers Day Operator	46.05	47.66	49.45
<b>MAINTENANCE</b>			
<b>MAINTENANCE Mechanic A</b>			
△**Mechanic "A" (Heavy Duty)	44.22	45.77	47.49
Carpenter	44.22	45.77	47.49
Electrician	44.22	45.77	47.49
Instrument Technician	44.22	45.77	47.49
Insulator	44.22	45.77	47.49
Machinist	44.22	45.77	47.49
Millwright	44.22	45.77	47.49
Pipefitter	44.22	45.77	47.49
Welder	44.22	45.77	47.49

Job Classifications	Year		
	1/21/2013	1/20/2014	1/19/2015
<b>MAINTENANCE</b> (continued)			
Maintenance (Dual Ticket)	45.22	46.77	48.49
△**Tool Crib Attendant	32.51	33.65	34.91
△Labourer 1	29.77	30.81	31.96
△Labourer 2	31.91	33.03	34.27
△Labourer 3	34.36	35.56	36.90
<b>POWER HOUSE</b>			
Powerhouse Engineer	43.57	45.10	46.79

\* The training periods and consecutive months experience on the job for these classifications are subject to the requirements of the applicable Operator Progression Program.

\*\* Classifications are excluded from any established line of progression.

\*\*\* Employees in these classifications will be eligible to apply on postings and transfer to other bargaining unit positions after a period of one year.

△ Classifications are first level in accordance with Article 7.07.

**SCHEDULE 'B'  
PREMIUMS**

Premiums	3.25%	3.50%	3.75%
Working Leader Premiums	2.41	2.49	2.58
Supervisor relief	4.37	4.52	4.69
Evening Shift	1.50	1.55	1.61
Night Shift	2.73	2.82	2.93
12 hour Continuous Shifts	1.68	1.74	1.81
Special Assignment	4.42	4.57	4.75
Cell Phone <sup>†</sup>	3.20	3.31	3.44

<sup>†</sup>Employees will follow the current cell phone policy (as from time to time amended) and will do so as assigned.

**Premium Application:**

**Working Leader** – shall receive the designated amount more than the rate of the highest rated employee in the group that the employee leads.

**Supervisory Relief** – shall receive the designated amount more than the rate of the employee’s own classification rate during the period that the employee provides absence relief for a supervisory person.

**Evening Shift** – work required to be performed on regularly scheduled evening shifts.

**Night Shift** – work required to be performed on regularly scheduled night shifts.

**Special Assignment** – Special Assignment refers to a Temporary assignment open to all union employees to a job clearly different from their normal job duties. It may involve directly supervising other employees. The

company retains the sole discretion to determine if a special assignment will be offered. No employee can be considered for a special assignment until they have worked one year at the said site. All special assignments shall be posted.

In order to determine the appropriate rate for a special assignment, it is necessary for the Company to determine the relative level of responsibility of the assignment in terms of existing responsibility levels in the particular department. Each special assignment is evaluated individually and comparisons are not made between departments. If the company decides to initiate a special assignment, the minimum rate will be as per Schedule "B".

If for any reason, the selected candidate for a special assignment cannot fulfill the term of the assignment, the incoming candidate shall receive the special assignment rate. The special assignment rate will only be paid to the candidate who is actually performing the special assignment work on a regular basis.

Management will select the most suitable candidate based on identified criteria for the assignment. Management will make every effort to equitably distribute special assignments among suitable candidates within the department. The duration of the special assignment of a bargaining unit employee is not expected to exceed a period longer than twelve (12) consecutive months. This period can be extended with mutual agreement between the Union and Management. There must be a cool down period between special assignments and



or special positions, during which the employee will not be considered for subsequent special assignments or special positions. This cool down period will be three (3) months. If for any reason no one applies other than the original incumbent, then incumbent will restart in position for the designated period.

**Advanced First Aid** – employees will be based on OHS requirements. For those employees that obtain there Advanced First Aid certification will receive \$2080.00 on first pay in January

**APPRENTICESHIP PROGRAM**

Rates of pay for those employees indentured in an apprenticeship program for trades listed under the classification of Mechanic "A" shown in Schedule "A" of this agreement shall be as follows:

**4 Year Apprenticeship**

Year 1	75% of Mechanic "A" wage rate
Year 2	80% of Mechanic "A" wage rate
Year 3	85% of Mechanic "A" wage rate
Year 4	90% of Mechanic "A" wage rate

An employee who has completed a four (4) year apprenticeship program in a trade and has received the certificate of proficiency for that trade shall receive the Mechanic "A" wage rate. Such rate adjustment shall be made retroactive to the date of completion of the stipulated number of training hours but in no event shall be

retroactive beyond three (3) months from the date the employee has successfully passed the trades qualifications examination for the specific trade.

**3 Year Apprenticeship**

Year 1      75% of Mechanic "A" wage rate

Year 2      80% of Mechanic "A" wage rate

Year 3      85% of Mechanic "A" wage rate

An employee who has completed a three (3) year apprenticeship program in a trade shall receive 90% of the Mechanic "A" wage rate for one year; thereafter, the employee shall receive the Mechanic "A" wage rate.

**SCHEDULE "B"**  
**ARBITRATION PROCEEDINGS**

1. The party desiring to submit a matter to arbitration shall deliver to the other party a notice of intention to arbitrate. This notice shall state the matter at issue and shall state in what respect the agreement has been violated or misinterpreted by reference to the specific clause or clauses relied upon. The notice shall also stipulate the nature of the relief or remedy sought.
2. Within ten (10) days after the date of delivery of the foregoing notice, the party initiating arbitration shall notify the other party of the name of its representative on the arbitration board and the other party shall appoint its representative within ten (10) days of receipt of this notification.
3. In the event that either party shall fail to appoint a representative to the arbitration board within the delay provided, the other party may request the Minister of Labour of the Province of Alberta to appoint a representative on behalf of the defaulting party.
4. When the representatives have been appointed they shall meet forthwith to choose a chairperson, who with the two (2) representatives shall constitute the arbitration board.
5. Should the representatives fail within five (5) days to agree on a chairperson, the Minister of Labour of

Alberta may be requested by the representatives or either of them to appoint a person who shall be chairperson of the arbitration board.

- 6.** After the arbitration board has been formed by the foregoing procedure, it shall meet with all members present and hear the evidence of both parties and render a decision within seven (7) days after the completion of taking evidence.
- 7.** The time limits specified herein shall be deemed to be exclusive of Saturdays, Sundays, and those holidays described in Article 5.02 of this agreement and may be extended by mutual consent of the parties or by the arbitration board. It is understood that these time limits shall not apply to Article 9 Arbitration.

**SCHEDULE "C"  
VACATIONS**

1. The vacation year shall be the twelve (12) month period from May 1 of one calendar year to April 30, inclusive, of the following calendar year.
2. (a) Vacations in respect of service rendered during the preceding vacation year shall be granted to regular employees who have completed periods of service as follows:

(i)	Service completed before May 1 of current year	Length of Vacation
	Less than 1 year	One-twelfth of 3 weeks vacation for each month of service since employment
(ii)	Service completed at any time during current calendar year	Length of Vacation
	1 year but less than 10 years	3 weeks
	10 years but less than 19 years	4 weeks
	19 years but less than 25 years	5 weeks
	25 years or more	6 weeks

- (b) Any fraction of a day to which an employee with less than one year of service would be entitled shall be rounded to the nearest whole day; such fraction without rounding shall, however, be used for the purpose of calculating the vacation allowance to be paid to such employee.
3. Each employee granted a vacation shall be paid a vacation allowance equivalent to the product of the employee's hourly rate and the regularly scheduled

working hours which would have been applicable to the period of the vacation. Hourly rate for the purposes of this clause shall mean the hourly rate for the employee's classification according to the schedule of rates in effect at the time vacation commences except that effect shall be given to any adjustment in rates occurring during the vacation period. Overtime work and wages paid therefore and shift, Sunday and other similar premiums shall be excluded from the foregoing calculations.

4. The vacation allowance may be drawn by the employee on the working day preceding the vacation.
5. On termination of employment for any reason other than discharge, a terminating employee shall be paid an amount equal to the vacation allowance for which the employee has qualified but not yet taken in accordance with paragraphs 2 or 3 above. Where the termination of employment is a result of discharge, the terminating employee shall be paid the amount required by law.
6. Vacations will be scheduled by the Company for each vacation year and as far as is practicable will be arranged in advance for such time as may be found suitable after consideration has been given to the wishes of the employee, and to the efficient operation of the said location. In the case of an employee eligible for a vacation of more than two (2) weeks the Company may require the employee to take the vacation in two (2) or more periods.

7. The length of an employee's vacation may be reduced because of absence from work during the preceding vacation year.
8. The amount of vacation allowance shall be reduced by the amount of any statutory allowance or other vacation allowance paid to the employee upon termination of employment during the preceding vacation year in respect of such year and the length of the vacation shall be correspondingly reduced.
9. Not more frequently than once every two (2) vacation years an employee eligible for three (3) or more weeks of vacation may postpone one week of the employee's vacation in order to take that week in the following vacation year.
10. Provided the employee notifies the Company not later than May 1st each year, an employee eligible for four (4) or more weeks of vacation may elect to waive one week of the employee's vacation but nevertheless to draw the vacation allowance for that week. The allowance for such week shall be equal to and drawn at the same time as the allowance for one of the weeks of vacation actually taken.
11. Except as provided in paragraphs 9 and 10 of Schedule "C", a vacation may not be postponed from one vacation year to another and made cumulative, nor may a vacation be waived by an employee and vacation allowance be drawn instead.
12. For purposes of determining eligibility and length of vacation under paragraph 2 of this Schedule "C",

service shall be as defined in the Company's Service Rules.

**13. Twelve (12) Hour Continuous Shifts (From Schedule "D").**

It is understood that Vacations and Vacation Allowances provided under Schedule "C" to an employee assigned to twelve (12) hour shifts shall not exceed those which the employee would have received had the employee been assigned to an eight (8) hour continuous shift schedule.

**14. E.D.O. Schedule for Regular Maintenance Day Workers (From Schedule "E")**

It is understood that Vacations and Vacation Allowances provided under Schedule "C" to an employee assigned to work the E.D.O. Schedule shall not exceed those which the employee would have received had the employee been assigned to a regular eight (8) hour day work schedule.



**SCHEDULE "D"**  
**TWELVE (12) HOUR CONTINUOUS SHIFTS**

**1. APPLICATION**

Twelve (12) hour shifts shall apply only to employees assigned to continuous operations.

**2. REFERENCED CLAUSES IN THE COLLECTIVE AGREEMENT**

The following clauses in the collective agreement apply only to employees assigned to twelve (12) hour shifts:

**ARTICLE 2.09 (i) (ii) – CO-OPERATION**

"It is agreed that the application of the Employee Benefit Plans, with the exception of Vacations for Payroll Employees Plan shall continue in respect of employees assigned to twelve (12) hour shifts in conformity with their general and current application throughout the Company. It is understood that the benefits provided in any one of such plans to an employee assigned to twelve (12) hour shifts shall not exceed those which the employee would have received had the employee been assigned to an eight (8) hour continuous shift schedule."

**ARTICLE 4.02 (ii) – HOURS OF WORK**

"For employees assigned to work on the twelve (12) hour shift schedule the normal number of daily hours of work shall be twelve (12) for an average of forty (40) hours per week in accordance with the schedules established from time to time for such employees."

**ARTICLE 5.03 (ii) – OVERTIME AND OTHER ALLOWANCES**

“An employee who works on any of the holidays mentioned in 5.02 shall be paid at the rate of double time for all hours worked. However, where the provisions of 5.05 (ii) would apply to the work if it was not a holiday, the minimum payment and travelling allowance provided in 5.05 shall apply.”

**ARTICLE 5.06 (ii) – OVERTIME AND OTHER ALLOWANCES**

“Whenever an employee’s regularly scheduled working hours are changed by the Company, that is, both starting and finishing times changed, the employee shall be paid at the rate of double time for the employee’s first working shift following such change, unless notice of such change has been given to the employee by the Company twenty-four (24) hours or more prior to the old starting time or the new starting time, whichever is the earlier.”

**ARTICLE 5.06 (iv) – OVERTIME AND OTHER ALLOWANCES**

An employee scheduled to work a twelve (12) hour continuous shift who is unable to report to such shift due to sickness or for other reasons shall make every effort to inform the employee’s immediate supervisor, or the immediate supervisor’s delegate, of the employee’s absence and the expected length of such absence as soon as possible and in no event later than the scheduled commencement of the employee’s shift. As soon as the employee’s immediate

supervisor, or the immediate supervisor's delegate, is informed of the absence of such employee, the said supervisor or delegate will assign an available qualified employee to perform the work required from among available qualified employees at work in the Department. In the event such an assignment is not practicable, the immediate supervisor or the immediate supervisor's delegate will first offer such work to those employees assigned to twelve (12) hour continuous shifts in the same classification who are on scheduled days off. If the immediate supervisor or the immediate supervisor's delegate is unable to obtain a replacement from among such employees, the said supervisor or delegate will offer such work to qualified employees assigned to twelve (12) hour continuous shifts who are on scheduled days off.

If the immediate supervisor or the immediate supervisor's delegate is still unable to obtain a replacement, the said supervisor or delegate will again contact an employee assigned to twelve (12) hour continuous shifts in the same classification who is on a scheduled day off. In such event the employee so contacted shall report with all due haste to take up the duties of the absent employee for such period of time as may be required.

**ARTICLE 5.13 (ii) – OVERTIME AND OTHER ALLOWANCES**

"An employee shall not be entitled to be paid under more than one clause of this Article 5 or Schedule "D" unless otherwise specifically provided, and in any

event the rate of payment, excluding the minimum payment and travelling allowance provided for in Article 5.05 shall not exceed twice the straight time hourly rate except in respect of work performed on the recognized holidays specified in Article 5.02, in which case such rate, excluding the travelling allowance and minimum payment provided for in Article 5.05 but including the holiday allowance, shall not exceed three (3) times the straight time hourly rate.”

**SCHEDULE ‘C’ - 13 – VACATIONS**

“It is understood that Vacations and Vacation Allowances provided under Schedule “C” to an employee assigned twelve (12) hour continuous shifts shall not exceed those which the employee would have received had the employee been assigned to an eight (8) hour continuous shift schedule.”

**3. CRITERIA FOR TERMINATION OF TWELVE (12) HOUR CONTINUOUS SHIFTS**

Twelve (12) hour shifts may be terminated by the Company or the Union on thirty (30) days’ notice for any of the following reasons:

- (a) the costs to the Company of the twelve (12) hour shift arrangement exceed the costs of the previous eight (8) hour shift schedule;
- (b) withdrawal by the Labour Relations Board of permission to work such shifts;
- (c) fifty-one (51) percent of employees assigned to twelve (12) hour shifts vote in favour of the termination of such shifts;

- (d) passage of government legislation which requires premium payments in excess of those currently applicable;
- (e) unfavourable rulings or penalties imposed by the Workers' Compensation Board attributable to the working of twelve (12) hour shifts;
- (f) failure of the Replacement System to effectively provide replacements for employees absent due to sickness or for other reasons;
- (g) deterioration of safety, health or absenteeism experience attributable to the working of twelve (12) hour shifts;
- (h) adverse sociological effects or deterioration of productivity attributable to the working of twelve (12) hour shifts.

#### **4. REVERSION COSTS**

It is understood and agreed that in the event twelve (12) hour shifts are terminated in accordance with the provisions of item 3 of Schedule "D", premium payments provided under Article 5.06 which arise as a direct result of such termination shall not be applicable. An employee who because of the termination of twelve (12) hour shifts is unable to work the employee's normal average weekly hours shall, provided it is practicable to do so, be given an opportunity to make up such loss of normal working hours at the employee's straight time hourly rate.

**SCHEDULE "E"**  
**EDO SCHEDULE FOR REGULAR**  
**MAINTENANCE DAY WORKERS**

**1. APPLICATION**

This Schedule "E" shall apply only to regular maintenance day workers assigned to the E.D.O. Schedule.

**2. REFERENCED CLAUSES IN THE COLLECTIVE AGREEMENT**

The following clauses in the collective agreement apply only to employees assigned to work the E.D.O. Schedule.

**ARTICLE 2.09 (i) (iii) – CO-OPERATION**

"It is agreed that the application of the Employee Benefit Plans, with the exception of Vacations for Payroll Employees Plan shall continue in respect of employees assigned to work the E.D.O. Schedule in conformity with their general and current application throughout the Company. It is understood that the benefits provided in any one of such plans to an employee assigned to work the E.D.O. Schedule shall not exceed those which the employee would have received had the employee been assigned to an eight (8) hour regular day work schedule."

**ARTICLE 4.02 (iii) – HOURS OF WORK**

"For employees assigned to work on the E.D.O. Schedule the normal number of daily hours of work shall be eight and one-half (8 1/2) Monday

to Thursday and eight (8) on Friday, for an average of forty (40) hours per week in accordance with the schedule established from time to time for such employees.”

**ARTICLE 5.06 (iii) – OVERTIME AND OTHER ALLOWANCES**

“Whenever an employee’s regularly scheduled working hours are changed by the Company, that is, both starting and finishing times changed, the employee shall be paid at the rate of double time for the employee’s first working shift following such change, unless notice of such change has been given to the employee by the Company twenty-four (24) hours or more prior to the old starting time or the new starting time, whichever is earlier.”

**ARTICLE 5.13 (iii) – OVERTIME AND OTHER ALLOWANCES**

“An employee shall not be entitled to be paid under more than one clause of this Article 5 or Schedule “E” unless otherwise specifically provided and in any event the rate of payment, excluding the minimum payment and travelling allowance provided for in Article 5.05 shall not exceed twice the straight time hourly rate except in respect of work performed on the recognized holidays specified in Article 5.02, in which case such rate, excluding the travelling allowance and minimum payment provided for in Article 5.05 but including the holiday allowance, shall not exceed three (3) times the straight time hourly rate.”

### **SCHEDULE 'C' – 14 VACATIONS**

"It is understood that Vacations and Vacation Allowances provided under Schedule "C" to an employee assigned to work the E.D.O. Schedule shall not exceed those which the employee would have received had the employee been assigned to a regular eight (8) hour day work schedule."

### **3. CRITERIA FOR TERMINATION OF THE E.D.O. STRUCTURE**

The E.D.O. Schedule may be terminated by the Company or the Union on thirty (30) days' notice for any of the following reasons:

- (a) the costs to the Company of the E.D.O. Schedule arrangement exceed the costs of the previous eight (8) hour regular day work schedule;
- (b) withdrawal by the Labour Relations Board of permission to work such shifts;
- (c) fifty-one (51) percent of employees assigned to work the E.D.O. Schedule vote in favour of the termination of such schedule;
- (d) passage of government legislation which requires premium payments in excess of those currently applicable;
- (e) unfavourable rulings or penalties imposed by the Workers' Compensation Board attributable to the working of the E.D.O. Schedule;
- (f) failure of employees on the E.D.O. Schedule to



effectively respond to emergency call-ins on an E.D.O.;

(g) deterioration of safety, health or absenteeism experience attributable to working the E.D.O. Schedule.

(h) adverse sociological effects or deterioration of productivity attributable to working the E.D.O. Schedule.

**4. REVERSION COSTS**

It is understood and agreed that in the event the E.D.O. Schedule is terminated in accordance with the provisions of item 3 of Schedule "E", premium payments provided under Article 5.06 which arise as a direct result of such termination shall not be applicable. An employee who because of the termination of the E.D.O. Schedule is unable to work the employee's normal average weekly hours shall, provided it is practicable to do so, be given an opportunity to make up such loss of normal working hours at the employee's straight time hourly rate.

