

COLLECTIVE AGREEMENT

between

UNION CARBIDE CANADA LIMITED

Plastics and Chemicals

**10555 Metropolitan Boulevard
Montreal-East, Quebec**

Hereinafter referred to as "The Company"

and

UNITED OIL WORKERS OF CANADA

Local 7

**Hereinafter referred to as "The Union"
for and in behalf of all employees
to whom it applies**

WHEREAS, the undersigned representatives of the Union declare they are fully **authorized** to execute this agreement on behalf of United Oil Workers of Canada, Local 7 and all employees to whom it applies and the undersigned. representatives of the Company declare they have full authority to execute this agreement on behalf of the Company.

NOW THEREFORE the parties agree together as follows:

SOURCE	Comp		
EFF.	01	04	83
TERM.	31	03	85
No. OF EMPLOYEES	298		
NOMBRE D'EMPLOYÉS			

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NOW THEREFORE the parties agree together as follows:

ARTICLE 1 — PURPOSE

1:00 The above mentioned parties have entered into this Agreement for the purpose of effecting collective bargaining between the Company and the Union respecting terms and conditions of employment. It is the desire of both parties to co-operate and work harmoniously to this end.

**ARTICLE 2 — RECOGNITION AND
RELATIONSHIP**

2:01-1 Pursuant to, and in conformity with the Quebec Labour Code, the Company recognizes the Union as the sole and exclusive bargaining agency for all employees employed by Union Carbide Canada Limited, Plastics and Chemicals at its Plant located at 10555 Metropolitan Boulevard, Montreal East, P.Q. except leadhands, office employees, security guards and students.

2:01-2 The term “employee” as herein used means all employee in the bargaining unit as above defined.

2:02 The Company agrees that there shall be no discrimination, interference, restraint or coercion by the Company or any of its

representatives against any employee because of this membership in the Union.

2:03-1 The Union agrees that its officers, members and agents or the Union itself shall not intimidate or coerce any employee or employees into membership in the Union.

2:03-2 The Union shall not hold meeting on Company premises. No employee or official of the Union shall solicit membership in the Union, collect dues or engage in any Union activity on Company time or during working hours except in places designated as lunch or smoking areas during periods of relief specifically granted by the employee's supervisor for these purposes.

2:04 The Union undertakes to instruct all its stewards and members of the committees to co-operate fully with the Company and with all persons representing the Company in any capacity in carrying out the provisions of this Agreement.

2:05-1 All bargaining unit employees, who, at the effective date of this Agreement have become members of the Union, shall

as a condition of employment, maintain such membership during the term of this Agreement, unless it is cancelled in writing to the Company and the Union within 14 days prior to the expiry date of the Agreement.

2:05-2 All new employees, hired in bargaining unit positions after the effective date of this Agreement shall as a condition of employment, become members of the Union and pay Union dues upon completing the probationary period provided for in Article 6:01 and maintain such membership during the term of this Agreement, unless it is cancelled in writing to the Company and the Union within 14 days prior to the expiry date of the Agreement.

2:05-3 The Company agrees to deduct from the pay of each Bargaining Unit employee, whether he be a member of the Union or not, an amount of 1½ hour at the hourly rate of the 2nd operator, by month or such other fixed amount which may thereafter be established by the local Union. All employees shall be required, as a condition of employment, to pay such amount and sign a

deduction **authorization** of the agreed upon form attached to this Agreement as Appendix “G”. The **authorization** shall remain in effect, subject to the conditions set forth in the **authorization**.

2:05-4 For the purposes of this Agreement, if an employee is expelled from the Union, he shall maintain his employment by continuing to pay his Union dues. If he discontinues to pay his Union dues, he shall be considered a voluntary quit.

ARTICLE 3 — RESPONSIBILITIES OF MANAGEMENT

3:01 The Union acknowledges that the functions of managing and operating the Company, and directing the working forces rests solely with Management.

3:02 Without restricting the generalities of the foregoing, these functions include, but are not limited to, the determination of the qualifications and the capacity of an employee to perform work; the determination of the extent to which, and the method by which production operations shall, from time to time, be carried on; the cessation of operations; the making, revision, publication and enforcement of rules for the promotion of safety efficiency, discipline and for the protection of the employees and the Com-

pany's plants, equipment, production and operation; the right to hire, promote, re-classify, reassign, retire and schedule. It is also understood that the Company has the right to demote, suspend, lay-off, discipline and discharge an employee provided that a claim by an employee who has acquired seniority that he has been demoted or laid off in violation of the provisions of this Agreement, or that he has been disciplined, suspended or discharged without just cause may be processed through the grievance and arbitration procedure.

3:03 The Management rights which have been specifically restricted by this Agreement shall be exercised in accordance with the provisions of the Agreement. Other rights which have not been specifically restricted by this Agreement shall continue to be vested in Management.

ARTICLE 4 - DUTIES OF UNION REPRESENTATIVES

4:01 It is mutually agreed that the Union may select from its membership in the Plant a Negotiating Committee consisting of six

(6) representatives. Only employees who have acquired seniority under the provisions of this contract shall be eligible to serve on this Committee. The function of this Committee shall be to attend meetings agreed upon by the Negotiating Committee and Management for the purpose of negotiating a collective bargaining agreement or to attend special meetings called at the request of Management for the discussion of other matters of mutual interest. The committee may be accompanied by a representative of the U.O.W.C. at the request of either party.

4:02 Members of the negotiating committee who attend meetings arranged at Company request under Section 4:01 for other than contract negotiations will be paid at their basic hourly rate for actual hours spent in such meetings. Members of the Negotiating Committee shall be protected against loss of regular straight-time wages during contract negotiations up to conciliation.

4:03 The Company agrees to recognize stewards for the purpose of assisting employees, if they so request, in the processing of grievances through the Grievance Pro-

cedures are outlined in Article 15:00. The number and distribution of stewards shall be as follows:

Polyethylene Area	4 (1 on each shift)
Chemicals, Olefins and Utilities	4 (1 on each shift)
Maintenance and Stores	7
Laboratory	1
Material Handling	2

4:04 The President of the Union or the Chief Steward shall, after making suitable arrangements with his supervisor, be granted reasonable and necessary time away from work without loss of pay, to assist stewards in adjusting employee grievances.

ARTICLE 5 — SAFETY AND HEALTH

5:01 The Company shall continue to make provisions for the safety and health of its employees at the Plant during their working hours. The Union and the Company agree to cooperate in the enforcement of Safety Rules established by the Company.

5:02 In order to encourage the observance of such rules, the Company agrees that one of the functions of the Company-Union Committee as described in Section **18:01** of this Agreement shall be to communicate matters relating to safety.

5:03 The parties agree to the formation of a Health and Safety Committee consisting of an equal number of workers representatives and members of Management in order to maintain and improve the conditions of health and safety in the plant.

ARTICLE 6 — SENIORITY

6:01-1 An employee shall acquire seniority in the bargaining unit and his name shall be placed on the Seniority List when he has accumulated one hundred and twenty (120) calendar days of service with the Company exclusive of all time lost for any reason during the probationary period. Absence covered by Workmen's Compensation, up to thirty (30) days, will be considered as time actively at work during the above probationary period. His seniority will be back dated one hundred and twenty (120) days from the date he completed the probationary period.

6:01-2 If a probationary employee's employment is terminated by the Company before he has completed the one hundred and twenty (120) days probationary period, the probationary period that he accumulated during this initial period of employment

with the Company will be credited to him if he meets all of the following requirements:

- a) If the probationary employee is re-employed within six (6) months of his previous employment;
- b) If he is re-hired in the same department in which he was previously employed; and
- c) Probationary period must be completed in not more than two (2) periods of employment. ,

6:02 An employee shall not be entitled to any of the seniority rights of this Agreement until he has completed his probationary period.

6:03 The Company shall maintain a Seniority List and a Recall List and such lists will be posted in the respective departments and provided to the secretary of the Union after May 1st and October 1st each year. The Seniority List will show each employee's --- a) "department", and **b)** "Plant" seniority. The departments to be recognized wherever the term "department" is used in this Agreement are as follows:

- a) Material Handling
- b) Maintenance Department --- Stores Department

- c) Operations Department
- d) Utilities Department
- e) Laboratory.

6:04-1 An employee who does not report for work, or make an explanation satisfactory to the Company for his absence during three (3) consecutive working days of his regular work schedule shall be considered to be a voluntary quit.

6:04-2 An employee who does not report back to work to the Company when the time approved for a leave-of-absence elapses shall be considered to be a voluntary quit, unless he has explanation satisfactory to the Company.

6:05-1 Employees who are laid-off by the Company shall be retained on the Recall List as follows:

- a) Employees with less than five (5) years Seniority — 1 year.
- b) Employees with five (5) or more years Seniority — 2 years.

Seniority shall cease after lay-offs, defined above, or on discharge, resignation, or a declination of an offer to return to his regular job while on lay-off.

6:05-2 In case of absence from work on account of sickness or occupational injury, Department and Plant Seniority will accumulate as follows :

- a) Employees with less than five (5) years Seniority — 1 year.
- b) Employees with five (5) or more years Seniority — 2 years.

6:06-1 The principle of Department Seniority shall apply as set forth in this Article in the case of promotion or demotion in connection with job classifications within the bargaining unit provided the employee concerned has the skill, ability, capacity and physical fitness to perform the necessary requirements of the job.

6:06-2 The principle of Plant Seniority shall apply as set forth in this Article in the case of lay-off and/or recall to work, permanent transfer in accordance with Section 6: 10-2, in connection with job classifications within the bargaining unit, provided the employee concerned has the skill, ability, capacity and physical fitness to perform the necessary requirements of the job or, in the opinion of the Company. the employee has the necessary qualifications

to acquire such skill, ability and capacity within not less than forty-five (45) nor more than one hundred and twenty (120) calendar days.

6:07-1 Temporary job vacancies may be filled by temporary assignments or by hiring directly into the vacancy concerned. The Provisions of Article 6:10-1 will apply if such temporary job vacancies exceed the following time limits on account of the following reasons:

Accidents or Sickness — 60 days
Others — 30 days

An employee who is assigned temporarily as a foreman shall not be entitled during such period of time to any bargaining unit overtime work.

6:07-2 Experience gained by an employee on any job that he has been assigned in accordance with Article 6:07-1 shall not be taken into consideration in his application for a permanent job in the classification to which he was temporarily assigned.

6:08 Vacation relief job vacancies may be filled by hiring directly into the department concerned provided there are no regular employees on lay-off who are willing

to accept the job and provided they have the skill, ability, capacity and physical fitness to perform the necessary requirements of the job.

6:09 Where permanent job vacancies occur in a department, the Company may fill the job by moving an available qualified employee who is already in the department.

6:10-1 Where a permanent job vacancy is not filled as per Article 6:09, the Company agrees to post the vacancy for a period of seven (7) calendar days on the General Bulletin Board.

6:10-2 The applicant with the greatest plant seniority will receive first consideration for the job vacancy provided he has the skill, ability, capacity and physical fitness required to perform the necessary requirements of the job or in the opinion of the Company, the employee has the necessary qualifications to acquire such skill, ability and capacity within not less than forty-five (45) nor more than one hundred and twenty (120) calendar days. Exception is made for employees hired, promoted or transferred to a job in the Operations Department from another department; in

this case, the employee will remain on probation up to sixty (60) days after completion of the job training.

An applicant on a posted job vacancy in the Operations Department who has less than two (2) years of seniority may be required by the Company to withdraw his application until he has completed a period of employment of up to two (2) years.

6: 10-3 In the event of lay-off, an employee transferred to a new department under Article 6:10-2 shall retain the department seniority acquired in the former department for a period of one (1) year. In the event that an employee should fail to qualify on a job to which he has been transferred in accordance with Article 6: 10-2 he shall be returned for his former job.

6: 10-4 If qualified employees are not obtained by the above procedure, new employees may be hired.

6:10-5 Employees who elect a transfer in accordance with Article 6: 10-2 may not apply for a subsequent inter-department transfer for a period of eight (8) months.

6:11-1 If it becomes necessary to reduce the working force in a department, the Company shall endeavour to give as much notice as practicable under the circumstances and, subject to the provisions of this section, take the action provided for in Step 1 below and then take any of the remaining steps or combination of them that it deems necessary:

1) Lay-off such number of employees as may be necessary in the department in the following order:

First ---
Students

Second ---
Unskilled outside contractor labourers

Third ---
Other employees who have not acquired seniority status, provided other qualified employees are available.

2) Reduce the working hours in the affected jobs in the department for a period not to exceed thirty (30) working days.

- 3) Reduce the number of employees in the affected job classification(s) in the department as may be necessary in accordance with their department seniority. If these employees have sufficient plant seniority, they may elect to request the job classification(s) made vacant in accordance with item (4) below, provided they have the skill, ability, capacity and physical fitness required to perform the necessary requirements of the job, or, in the opinion of the Company, the employee has the necessary qualifications to acquire such skill, ability and capacity within not less than forty-five (45) nor more than one hundred and twenty (120) calendar days.
- 4) Lay off such number of employees in order of plant seniority, as may be necessary in accordance with item (3) above.

6:11-2 The procedure for reduction in the department working forces, or curtailment of work as set forth in this Section, shall not apply to any temporary suspension of work beyond the control of the Company arising from situations such as fire, equip-

ment failure, material shortage, utility breakdowns, riot or insurrection.

6: 12-1 When there is an increase in the working force in a department, following a lay-off or cut-back, employees shall be recalled in accordance with their plant seniority provided they have the skill, ability, capacity and physical fitness to perform the necessary requirements of the job or, in the opinion of the Company, the employee has the necessary qualifications to acquire such skill, ability and capacity within not less than forty-five (45) days nor more than one hundred and twenty (120) calendar days.

6: 12-2 A former employee, who is on a lay-off and who has been recalled to work, may refuse the recall if the available job vacancy is not the employee's last regular job, provided other laid-off employees are available for the recall. If the employee does not report to work, or if he does not make arrangements satisfactory to the Company within five (5) days of the personal notifications (registered mail, telegraph or messenger) to him by the Company to his last known address, it shall be considered

as a declination of an offered job and the employee shall be considered to be a voluntary quit.

6: 13-1 Nothing in this Agreement will restrict the Company in any way in the transfer or promotion of employees to supervisory positions or to other positions not covered by this Agreement. Employees so transferred or promoted shall continue to accumulate seniority during such employment for a period not to exceed two (2) years.

6: 13-2 If it becomes necessary for an employee, transferred or promoted as outlined in Article 6: 13-1 above, to return to the bargaining unit, the employee will have the right to exercise the same seniority rights as other employees within the bargaining unit as outlined in Article 6: 11-1(3).

6:14 In the event of a lay-off, Preferential Seniority shall be given to the 1) President, 2) Financial Secretary, and 3) Chief Shop Steward, of the Union. For the purpose of this Section, Preferential Seniority shall be interpreted to mean that the three (3) Union officials, named above, may continue to be employed with the Company even though it may be necessary to lay-off other

employees with greater "Plant" seniority first.

ARTICLE 7 — HOURS OF WORK

7:01-1 The normal hours of work for day workers shall be:

- a) Eight (8) hours per day and forty (40) hours per week, Monday through Friday, or
- b) Twelve (12) hours per day, on days only, according to the 3 days on, 3 days off schedule, for an average of forty-two (42) hours per week, other than maintenance and stores.

A day shall be considered as the twenty-four (24) hour period beginning at 12:01 a.m. and a week shall be considered as the 7 day period beginning at 12:01 a.m. Monday and ending at 12:00 midnight on the following Sunday.

7:01-2 The normal hours of work for rotating shift workers shall be twelve hours per day 3 days on, 3 days off on days or nights according to the schedule for an average of 42 hours per week.

A day begins and ends at 7 a.m. and a work week begins at 7 a.m. Monday and ends at 7 a.m. the following Monday.

7:02 The hours referred to in this article shall not be construed:

- a) As a guarantee of any minimum working hours
- b) As a limitation of the number of working hours which the Company may arrange or require as a condition warrant in the judgment of management, subject to the premium provisions of this agreement.

7:03 It is agreed that operating conditions and production requirements or future **government's** regulations may require changes to be made in scheduled hours of shifts and that the Company has the right to make such changes. Any such changes as may become necessary shall be discussed with the Union at least two weeks prior to being put into effect. However, the Company agrees to make a determined effort to schedule operations in accordance with

the schedules set out below:

Day workers:

7:25 a.m. to 4:30 p.m. — Monday to Friday with 30 minutes unpaid lunch period each day.

7:00 a.m. to 7:00 p.m. — Monday to Sunday on three (3) days on, three (3) days off according to schedule. Except for Maintenance and Stores Departments.

Rotating shift workers:

7:00 a.m. to 7:00 p.m. day shift or

7:00 p.m. to 7:00 a.m. night shift, according to schedule.

ARTICLE 8 -WAGES

8:01 All payment of wages will be made in accordance with the basic hourly rates for the respective job classification included in the time schedule of wages as set forth in Appendix "A" attached hereto, which are hereby made part of this Agreement.

8:02 The wage rates for new or changed jobs which are established by the Company during the term of this Agreement shall be added to the wage schedule. Such wage rates shall be in conformity with the existing wage structure and the relationship of the new job to other job classifications and rates in this Agreement. The Union shall have the right to grieve if it does not agree with the rate or rates established by the Company, in accordance with Articles 15:00 and 16:00.

**ARTICLE 9 — OVERTIME, SHIFT
PREMIUM, CALL-IN
TRANSFER AND
RECLASSIFICATION**

GENERAL PROVISIONS

9:01 It is understood that the Company may require employees to perform work outside of their regularly scheduled hours. Subject to the needs for the safe and efficient operation of the plant, an effort will be made to keep overtime to a minimum.

9:01-1 There shall be no pyramiding or any premiums or overtime payments with any other premium or overtime payment.

Where one or more premiums or overtime rates are applicable, the single higher rate shall be paid.

9:01-2 Overtime, if any, shall be divided as equitably as practicable among employees performing a similar class of work in an area. A record of overtime worked shall be posted in each area, on a weekly basis. This shall not apply in the case of call-ins for Maintenance workers.

9:01-3 For purposes of allocating overtime, overtime offered to employees and refused shall be considered as overtime worked.

9:01-4 An employee who works overtime shall not be required to take time off to offset such overtime.

9:01-5 An employee who reports for work on his regular shift and has not been notified by the Company not to so report shall receive not less than four (4) consecutive hours work and pay therefore or not less than four (4) hours pay at his basic hourly rate at the discretion of the Company. This provision shall not apply

in the event of strikes, stoppages or interferences with work in connection with labour disputes, catastrophes or failure of public utilities interfering with work being provided.

9:01-6 An employee must keep the Employee Relations Department informed of his correct address and telephone number. Failure of an employee to do so and also to fail to keep his supervisor informed of his correct telephone number shall relieve the Company of its responsibility in regard to the above guarantee as applied to that employee and as outlined in Article 9:01-2, 9:01-3 and 9:01-5.

9:01-7 An employee who is called in to the plant to perform work of an emergency nature authorized by a foreman shall be paid at the rate of time and one-half ($1\frac{1}{2}$) his basic hourly rate for work performed or a minimum of four (4) hours pay at his basic hourly rate whichever is greater.

It is agreed that an employee called in shall be required to perform only the work specified at the time of his call-in, however, if an emergency situation occurs while the employee is in the plant, he may be required to perform work necessary to correct that situation.

9:01-8 If an employee is transferred to a new department or moved to a new job classification on a temporary basis at Company request he shall be paid at his present rate or at the rate of the new job, whichever is greater.

9:01-9 If an employee is transferred to a new department or moved to a new job classification at his own request, he shall be paid at the starting basic hourly rate of the new job. A job bid shall be considered an employee request for transfer.

9:01-10 When job changes are made for less than four (4) hours in any work day, no basic hourly rate change shall be made. If the employee works in excess of four (4) hours in any work day on a new job, he shall be paid at his present rate of pay or at the rate of the new job whichever is greater for all hours worked on such day.

9:01-11 Employees reclassified to a new job in accordance with Article 6: 1 1-1 will be paid in accordance with the rate schedule in effect and with the qualifications of the individual.

9:01-12 Nothing in this Agreement shall be construed to require the Company to pay for time not actually worked, except as specifically provided for in this Agreement.

9:01-13 An employee who is scheduled or called in to work overtime and starts work four (4) hours or more before his regular starting time, and these hours being continuous with his regular daily schedule, will be paid at time and one-half (1½) his basic hourly rate and remain on time and one-half (1½) for the first twelve (12) hours and double (2) his basic hourly rate for the hours worked after the twelve (12) consecutive hours. Employees working under these conditions will normally be allowed to work until the end of their regular shift. However, for safety and health reasons if, in the opinion of the foreman, such an employee is not capable to continue working beyond his twelve (12) hours, Management reserves the right, through the foreman, to terminate his work and send the employee home after these twelve (12) continuous hours of work, without further penalty to the Company.

Day workers

9:02 Work performed outside any employee's normal daily working schedule shall be deemed overtime and shall be paid at the rate of double (2) the basic rate. Work performed in excess of 12 hours in a day as outlined in article 7 or in excess of 12 consecutive hours shall be paid at double (2) his basic hourly rate. Unless absences were authorized by the Company, an employee must have worked his regular daily scheduled hours to qualify for the above overtime premiums.

9:02-1 Employees performing work outside their regular weekly schedule as defined in Article 7, shall be paid at the rate of double (2) their basic rate. Unless absences were authorized by the Company an employee must have worked a minimum of 32 hours of his normal work week to be eligible for the above mentioned premium.

9:02-2 When an employee who is normally scheduled on day work is requested by the Company to change his work schedule to a shift other than the day shift, he shall be paid a maximum of two shifts at time and one half (1½) his basic hourly rate on his new schedule. These shifts shall be the first two shifts worked on such schedule. If the employee is required to work less than two shifts on the new schedule, he shall be paid time and one-half (1½) his basic hourly rate only for those hours actually worked on the new schedule but not to exceed two shifts.

Shift workers

9:03 Work performed outside any employee's normal daily working schedule shall be deemed overtime and shall be paid at the rate of double (2) the basic rate. Unless absences were authorized by the Company an employee must have worked his regular daily scheduled hours to qualify for overtime premiums.

Work performed in excess of 12 hours in a day as outlined in article 7 or in excess of 12 consecutive hours shall be paid at double (2) his basic hourly rate.

9:03-1 Shift workers performing work outside their regular weekly schedule as defined in Article 7:00 shall be paid at the rate of double (2) their basic hourly rate for all overtime hours worked on any days worked during the three (3) day-off period. Unless absences were authorized, to be eligible for premium pay under this section, employees scheduled for a thirty-six (36) hour week must have worked a minimum of twenty-four (24) hours while employees scheduled for a forty-eight (48) hour week must have worked a minimum of thirty-six (36) hours in their work week.

9:03-2 Employees regularly assigned to the night shift are being paid a lump sum weekly shift premium of \$23.95 providing they work at least one day during the week as defined in Article 7. As of April 1 st, 1984, the lump sum weekly shift premium will be \$26.00.

9:03-3 No employee shall suffer loss of weekly straight time hourly pay as a result of a shift change at the request of the Company, providing he makes up that time within the following four (4) weeks. In order to achieve this objective, the Company and the employee may arrange that hours be worked outside the employee's normal schedule, without further penalty to the Company.

9:03-4 When an employee on a rotating shift schedule is required by the Company to change shift schedules and this change does not result in the employee working on the days he would normally have had off on his original schedule, he shall be paid

time and one half (1 ½) his basic hourly rate for the first shift worked on the new schedule.

9:03-5 When an employee on a rotating shift schedule is required by the Company to change shift schedules and the change does result in the employee working on the next three (3) days he would normally have had off on his original schedule he shall be paid in accordance to Article 9:03-1. In this case, section 9:03-4 shall not apply.

9:03-6 When an employee is required by the Company to change shift and such change is necessitated by induction into or training for a new or different job, no shift change premium shall apply.

9:03-7 In the case of a temporary shift schedule change, no premium shall be paid when an employee returns to his original shift schedule within four (4) weeks.

ARTICLE 10 — BULLETIN BOARDS

10:01 The Union shall be permitted to maintain in the Plant two bulletin boards. These boards shall be furnished and installed by the Company at locations mutually

agreed upon. All notices to be posted shall first be submitted to the Employee Relations Manager or his designated representative for permission to post. Only bulletins with regard to elections of officials or officers, Union meetings or other official Union business shall be posted.

ARTICLE 11 — PLANT HOLIDAYS

11:01 The following days shall be designated as plant holidays: New Year's Day, Victoria Day, Dominion Day, Thanksgiving Day, Good Friday, St. Jean Baptiste Day, Labour Day, Christmas Day, First Monday in August and three floating holidays. It is agreed that if the federal or provincial government enacts a new legal holiday, for example Heritage Day, the 12th Plant Holiday will be observed on that particular legal holiday. For employees whose schedules do not normally include Saturdays and Sundays as scheduled working days, a designated holiday falling on Saturday will be observed on the preceding Friday and a designated holiday falling on Sunday will be observed on the following Monday.

When Dominion Day falls on a Tuesday, it shall be observed on the preceding Monday.

When Dominion Day falls on a Wednesday or a Thursday, it shall be observed on the following Friday.

For employees whose schedules include Saturdays and Sundays as working days, each of the designated holidays will be observed according to the 12 hour shift schedule calendar of the current year.

11:02 An employee shall receive eight (8) hours pay at his basic hourly rate. Employees regularly working on 12 hours schedules receive 12 hours of pay for an unworked holiday, whether it is a scheduled day of work or a normal day off, unless:

- 1) The employee is instructed to work but fails to report.
- 2) The employee is absent on either the scheduled work day before or after the holiday. Absence for one or the other day, but not both, may be excused for the following reasons:
 - a) Funeral Leave;
 - b) Illness of an employee under a physician's care;
 - c) Other absence excused in advance by the Company.

11:03 An employee who works on any of

the plant holidays named in 11:01 above shall be paid a premium of time and one half (1 ½) his basic hourly rate for actual time worked, plus holiday pay if applicable. If an employee works more than eight (8) hours on a plant holiday, holiday pay shall be extended and apply to hours actually worked.

11:04-1 Employees who are not required to work on a plant holiday and who are eligible to receive holiday allowance will be considered to have worked eight (8) hours on the holiday for the purpose of calculating weekly overtime pay. Employees regularly working on 12 hours schedules will be considered to have worked 12 hours.

11:04-2 Day Employees who are required to work on a plant holiday will be considered to have worked only eight (8) hours of that day for the purpose of calculating weekly overtime pay.

11:04-3 Employees on a twelve-hour (12) day schedule who are required to work on a plant holiday will be considered to have worked only twelve (12) hours of that day for the purpose of calculating weekly overtime pay.

ARTICLE 12 — STOPPAGE OF WORK

12:01 The Union agrees that during the lifetime of this Agreement there will be no strike, picketing, slowdown or stoppage of work of any kind, and the Company agrees there will be no lock-out. Any violation of this Article is just cause for disciplinary action, including suspension and discharge of the employee.

ARTICLE 13 — LEAVE OF ABSENCE

13:01 A leave-of-absence shall be understood to mean an absence from work without pay requested by an employee for reasons which are good and sufficient in the opinion of the Company (other than sickness or occupational injury) and consented to by the Company covering a definite period of time.

13 :02 Leaves-of-absence are valid only after granted, in writing, on a regular form of which one copy shall be given to the employee.

13:03 Employees who are granted a leave-of-absence in accordance with this Article shall have their Department Seniority continue to accumulate during the

period of absence up to three (3) months, except as provided for in Article 13:05.

13:04 The Company agrees to grant leaves-of-absence without pay to officers or elected delegates of the local union to attend conventions or meetings of the Union subject to the following limitations:

- 1) Such leaves-of-absence will be limited to not more than a total of three (3) employees at any one time for a maximum duration of sixty (60) calendar days total and consistent with Plant operations.
- 2) Written request for leaves-of-absence must be submitted to the Company two (2) weeks in advance of the date of departure, stating the number of days of leave-of-absence requested and the purpose for which the leave-of-absence is requested.

13:05 An employee who is elected or appointed by the Union to act in its behalf in full time Union work shall, on written request of the Union to the Company, be

granted leave-of-absence without pay for the term of such office but not to exceed a period of one year unless otherwise mutually agreed by the parties and such employee shall continue to accumulate seniority during the leave-of-absence. Only one such leave-of-absence shall be in effect at any time.

13 :06 Employees granted leaves under this Article will not be paid. Participation in Company benefit plans will be in accordance with the rules and regulations governing such plans, provided the employee pays his share of the premiums at least monthly in advance.

**ARTICLE 14 —SICKNESS AND
ACCIDENT DISABILITY
PAY PLAN**

14:01 The Company agrees that Sickness and Accident Disability coverage will be available to employees in the bargaining unit, as outlined in this Article, during the term of this Agreement.

14:02 *Eligibility*

An hourly paid employee is eligible for benefits under this plan subject to the "Conditions of Payment" outlined in 14:03 below, if:

- 1) His Company Service Credit is equal to, or in excess of, one (1) year, as determined under the Company Service Credit Rules.
- 2) He provides the Company with a doctor's certificate, subject to confirmation by a doctor selected by the Company, as proof that his absence was due to illness or injury. The doctor's certificate in support of a claim for Group Insurance is acceptable. This doctor's certificate requirement will be waived for absence of three (3) days or less except in cases of repeated absence.
- 3) Such absence due to non-occupational illness or injury is in excess of one (1) working day. In determining absences, any day on which a day worker has worked three (3) hours or more and for employees on a twelve-hour (12) day schedule, five (5) hours or more will be considered a day worked and, therefore, will not be counted as absence for the purpose of this plan. For disability occurring on a non-scheduled working day, the next scheduled workday will be considered as the first day of absence. For absences due to occupational in-

juries, payment will be made including the first scheduled work day absent.

- 4) He reports his absence and the cause of his absence to the Company as soon as possible, and within the foregoing one day period.
- 5) An employee who has been absent and has received sickness benefits for that absence will be considered to have worked for the purpose of calculating weekly overtime premiums. This is in reference to Articles 9:02-2 and 9:03-1.

14:03 *Conditions of payment*

- 1) The amount of payment for each absence (each absence involving a different and separate disability) is calculated on the normally scheduled work week. When the absence takes place during a reduced work week, the amount of payment for such absence will be calculated

proportionately to the reduction in hours.

Benefits will be paid for each period of disability according to the scale shown in Section 14:04 (4) (Amount of Payments) except for recurring disabilities. Employees must have resumed full normal work for a period of not less than three (3) months before the same or a related disability is considered as a new disability. Absence for similar disability within this three (3) month period will be considered as an extension of the original disability and employees will be entitled only to any balance of benefits still unpaid from the original disability. This three (3) month period will not apply to secondary disabilities that are not related to the original disability.

2) Disability payment will not be paid for:

- a) Any period of incapacity during which the employee is not under treatment by a licensed physician or is not complying satisfactorily with the instructions of the physician in charge of the case, except as stated in 14:02 (2).

- b) Any sickness or injury caused directly or indirectly by war or riot.
 - c) Any intentionally self-inflicted injury.
 - d) Any period when an employee is on strike.
- 3) No payments under this plan will be made to employees who have been laid off or who are on leave-of-absence.
 - 4) In any case where an employee is entitled to these Disability Pay benefits, he shall not be entitled to statutory holiday pay for the same day, nor will any paid statutory holiday be counted as a day in the one day waiting period. However, in any case where an employee is not eligible for statutory holiday, such statutory holiday will be considered as a scheduled work day for purposes of this plan.
 - 5) If an employee becomes disabled while on vacation and is eligible in all other respects for payment under this plan, payment normally will start after one (1) calendar day after the end of the scheduled vacation period if the employee is still absent due to the dis-

ability. If an employee has not begun a scheduled vacation, or has commenced the vacation and becomes eligible for payment under this plan, by proper notification to his supervisor, the vacation may be re-scheduled and payment will be made under this disability plan.

- 6) a. Absence in excess of one (1) calendar day for non-occupational sickness or accident will be paid for in accordance with the benefits provided under this plan, on the basis of absence for days which would normally have been worked had the employee performed his regular schedule of work.
- b. In cases of occupational illness or injury the employee will be paid his full scheduled hours for the day the injury occurs. The one day waiting period will be waived for occupational injuries and successive days will be paid according to this plan.

14:04 *Amounts of payments*

- 1) No payments will be made for the first working day of absence for any non-occupational disability. Payment will be made only for normally scheduled work-

days thereafter.

- 2) Payment will be made from the first scheduled work day absent for occupational disability and for each scheduled work day thereafter.
- 3) The maximum number of weeks of benefits per disability are based on the following schedule. No employee shall receive more than 26 weeks of benefits in any one calendar year. An employee who has received all his eligible benefits for a disability must resume active work before being eligible for any further benefits under this plan.
- 4) Duration of payments for any absence due to disability will be in accordance with the following (subject to the provisions of 14:04 (7)):

Company	Duration
Service Credit	of Benefits
1 year	4 weeks
2 years	6 weeks
3 years	8 weeks.
4 years	10 weeks
5 years	12 weeks

6 years	14 weeks
7 years	16 weeks
8 years	18 weeks
9 years	20 weeks
10 years	22 weeks
11 years	24 weeks
12 years	26 weeks
more than 12 years	maximum 26 weeks

NOTE: Employees with less than 1 year of service will only be entitled to the Sickness and Accident Benefits outlined in the Group Insurance Plan, subject to the eligibility provisions of the Plan.

- 5) All disability payments provided shall be reduced by the amount or amounts of any other benefits which might be provided through Provincial or Federal Government Legislation for the same type of disability and for the same period of absence.
- 6) The basis for payment under this plan will be 90% of an employee's straight time weekly rate including the amount of weekly benefit available to employees under the Group Insurance Plan of the

Company and/or the Commission de la santé et de la sécurité du travail du Québec, whether or not such benefit is received. Payment will be calculated on the hourly rate of pay which an employee is receiving at the time of his illness or injury, excluding all premiums. The hourly rate is, however, computed in the same manner as the rate of vacation pay, statutory holiday pay, etc.

- 7) The Metropolitan Group Insurance Plan is based on a seven day week and the Commission de la santé et de la sécurité du travail du Québec benefits are based on 90% of the weighted net income up to the amount fined by the Board.
- 8) Group Insurance and Commission de la santé et de la sécurité du travail du Québec benefits are not presently taxable for Income Tax purpose. However, where for reasons of delays in the payment of Commission de la santé et de la sécurité du travail du Québec benefits to the employee, the Company decides to advance such payment through this Plan, such advance payments shall be

taxable. Commission de la santé et de la sécurité du travail du Québec benefits when issued must then be refunded to the Company by the employee. Should overpayments or underpayment occur, adjustments will be made from later benefits or regular payroll cheques. Tax adjustments because of advanced Compensation payments will only be made at the time of final reimbursement to the Company by the employee.

ARTICLE 15 — GRIEVANCE PROCEDURE

15:01-1 Should any grievance arise on the part of an employee, the parties desire that it shall be adjusted as promptly as possible in the following manner, and when a joint decision is reached at any step of the procedure, it shall be binding on all parties.

15:01-2 Grievances of employees, in order to be considered, must be filed within twenty (20) calendar days after the occurrence out of which the grievance arose, or the grievance shall not be carried beyond the second step of the Grievance Procedure and there shall be no right of arbitration.

Step one

15:02-1 If an employee has a complaint, it must be filed, in writing, on an official grievance form with his foreman at Step One within twenty (20) days of the occurrence of the act giving rise to the grievance. During these (20) days, it is required that the employee will discuss the complaint with his foreman in an informal manner. He may be accompanied by his shop steward during this informal conversation if he so desires. Within two (2) days after receipt of the written grievance by the foreman, a formal meeting shall be held between the foreman and the employee who may be accompanied by his shop steward if he wishes. The foreman shall give his reply, in writing, to the grievor within two (2) days following the Step One grievance meeting.

Step two

15:02-2 If a satisfactory settlement is not reached in the first step, the grievance shall be submitted to the department supervisor within three (3) days following receipt of the answer in the first step. The department supervisor, the grievor's foreman, and

a member of the Employee Relations Department will meet within two (2) days with the grievor, the shop steward and the Chief Steward. The department supervisor will submit a written reply to the employee and the Chief Steward within two (2) days following the date of such meeting.

Step three

15:02-3 If a settlement is not reached in the second step and the employee wishes to pursue the grievance to the third step, he shall file his grievance with the Employee Relations Department, in writing, within five (5) days following receipt of the second step answer. A Meeting between the Plant Manager and the Union Grievance committee, comprised of the shop steward, the Chief Steward, the Union President, and any two (2) other members of the Local Union as designated by the Local Union President, shall be held within ten (10) days of receipt of the grievance in the third step by the Employee Relations Department. The employee and one accredited official of the Union may also be present at the third step meeting if so requested by either both parties. The Plant Manager may be accom-

panied at the third step meeting by any other members of Management he deems necessary in order to effectively discuss the grievance in the third step. The Plant Manager shall submit his answer, in writing, to the President of the Local Union within five (5) days following the third step meeting.

15:03 If the grievance is not settled when the Plant Manager's reply in 15 :02-3 is given, it may be submitted to arbitration, provided either party has notified the other, in writing, not more than ten (10) days after the date of the decision rendered in the third step, otherwise the matter shall be considered to be settled. Such written notice shall contain the name of the arbitrator who will represent the party requesting the arbitration. Within five (5) days of the receipt of such notice, the second party shall name its arbitrator. The matter shall then be referred to arbitration as provided in the Arbitration Section.

15:04 Group grievance (meaning grievance affecting several of the employees in the Plant or several of the employees of

one department of the Plant) may be filed, in writing, by an authorized officer of the Union with the Employee Relations Manager within ten (10) days after the occurrence out of which the grievance arose. The Employee Relations Manager will notify the Union within three (3) days at which step of the Grievance Procedure the grievance will be processed.

15:05 It is understood that whenever in this Article 15:00 or Article 16:00 there is reference to "days", Saturdays, Sundays and Plant holidays shall be excluded.

15:06 The Company agrees that the Grievance Committee, the stewards, and/or an employee with a grievance will be compensated for time lost during their regular scheduled work day at their regular basic hourly rate of pay while processing grievances in accordance with this Grievance Procedure up to but not including arbitration. If the grievor and/or any of the Grievance Committee members or stewards are not working they will attend on their own time.

15:07 The Company and the Union agree that the time limits provided in Articles 15:01, 15:02, 15:03 and 15:04 of this Article are “mandatory” time limits for the Company and the Union.

15:08 Wherever throughout this Grievance Procedure a time limit is stated, the set time limit may be extended, in writing, by mutual consent of the conferring parties.

ARTICLE 16 — ARBITRATION

16:01 The purpose of this Article is to provide the procedure for the final settlement of grievances concerning the application and alleged violation of any provision of the Agreement.

16:02 It is understood that the established wage schedule and method of setting rates, and the exercise of functions reserved exclusively to Management, and functions customarily performed by Management which have not been expressly abridged in

this Agreement (unless it is alleged that the Company has violated some provisions of this Agreement) and the matters which are not covered by this Agreement or involve the modifications of this Agreement, shall not be subject to arbitration. However, the question as to whether or not a matter is arbitrable is, itself, arbitrable.

16:03 Arbitration under this Agreement shall be conducted by a board composed of one (1) Arbitrator appointed by the Company and one (1) Arbitrator appointed by the Union. These Arbitrators, selected in accordance with the fourth step of the Grievance Procedure, shall jointly select an impartial third person who shall be the third Arbitrator and shall act as chairman.

16:04 In arriving at a decision, the Arbitration Board shall be limited to the consideration of the grievance as stated and shall not in any way amend or change any of the provision of this Agreement.

16:05 A majority decision of the three Arbitrators arrived at in accordance with the provisions of this Agreement shall

constitute the award upon the arbitration and shall be final and binding upon the Company, the Union, and the employees, but if there is no majority, the decision of the chairman shall govern.

16:06 Any award made by the Arbitration Board shall not be retroactive beyond the date on which the grievance was first presented in accordance with Article 15:00.

16:07 The Company and the Union shall defray the expenses of their respective appointees to the Arbitration Board. The expenses and fees of the third Arbitrator shall be defrayed equally by the Company and the Union.

6:08 The Company and the Union agree that the time limits provided in Section 6:09 of this Arbitration Procedure are mandatory" time limits for the Union and the Company.

6:09 Any grievance delayed at the arbitration stage, due to the inaction of the party requesting the arbitration, shall be considered to be settled or abandoned after a period of thirty (30) days has elapsed

following the appointment of the Company and the Union Arbitrators.

**ARTICLE 17— SUSPENSION AND
DISCHARGE**

17:01 An employee suspended or discharged shall be permitted to interview his steward at a place designated by the Company before leaving the premises of the Company, if he so requests. If he or the Union consider the suspension or discharge is without just cause, the case shall be reviewed by the Company and the Union representatives as in Step 3 of the Grievance Procedure provided the employee so requests, in writing, within three (3) days after the employee's return in the case of a suspension and within five (5) days after the employee's discharge.

17:02 The Company and the Union may settle the matter as follows:

- a) Confirming the Company's action in discharging or suspending the employee.
- b) Reinstating the employee with compensation for regular earnings, seniority and company service credit.

c) Any other arrangement which may be deemed just and appropriate.

The joint decision of the Company and the Union shall be given in such cases within ten (10) days from the date of suspension or discharge.

17:03 If a joint decision is not rendered within this ten (10) day period, the case may be submitted to a board of arbitration, as provided in Article 16:00 of this Agreement, if requested in writing by either party, but if not so requested within five (5) days following the ten (10) day period mentioned above, it shall thereupon be considered settled. Should it be determined by the board of arbitration that the suspension or discharge was without just cause, the Company shall reinstate the employee without loss of seniority and Company service credit, and with or without loss of regular pay as the board of arbitration may decide.

17:04 When it is determined by the Board of Arbitration that an employee has been suspended or discharged with just cause, but that the disciplinary measure as applied was abusive, the Board may reduce such

measure as it deems just and equitable under the circumstances.

ARTICLE 18 — GENERAL

18: 01-1 A Company-Union Cooperating Committee consisting of an appropriate number of members of Management and a maximum of six (6) members of the bargaining unit from Local 7 (U.O.W.C.), shall meet with the Company from time to time to discuss matters of mutual interest.

18:01-2 The Company agrees to protect bargaining unit employees, who attend such meetings, from loss of regular straight time pay.

18:02 Non-bargaining unit employees will not do the work normally performed by bargaining unit employees. It is not, however, the intention of this section to prevent non-bargaining unit employees from performing any necessary work for instructing, or training purposes, in shut-downs or emergencies, or in performing necessary work for start-up, experimental or development purposes.

Under no circumstances shall a **non-**bargaining unit employee remain at a bargaining unit function whenever this causes a **reduction** of overtime or the regular hours or work or a lay-off.

**ARTICLE 19 — BEREAVEMENT LEAVE
PLAN**

19:01 The Company shall, in accordance with the provision set forth in this Article, **protect** an eligible employee who has acquired seniority status from loss of pay during absence due to a death in his family, in order for him to attend the funeral.

19:02 The eligible employee shall be protected against loss of time from his regularly scheduled hours at his regular straight time hourly rate **subject** to the following provisions of this Article.

19:03 In the case of death in his immediate family, an employee shall be protected against loss of pay as defined above, for up to three (3) regularly scheduled working days, from the day of death through the day after the funeral inclusive. For the purpose of this section, immediate family shall include: husband, wife, father,

mother, son, daughter, grand-mother, grand-father, brother, sister, father-in-law, **mother-in-law**.

19:04 In all cases, payments under this plan are subject to the following:

- 1 Hours paid for under this plan but not worked shall not be included in computing weekly overtime.
- 2 If an employee is called away during his work day or shift because of death in his immediate family, the bereavement period will start at the time of leaving his work and will terminate at the same time on the day after the funeral.
3. An employee absent from work for any other reason, with or without pay, during the bereavement period specified in 19:03, shall not be eligible for any payment under this plan.
4. If requested by the Company, the employee shall furnish satisfactory proof of death.

ARTICLE 20-JURY SERVICE

20:01 If an employee is kept away from work because of serving on a jury, he will be paid the difference between the straight

time hourly earnings that he would have received if he had worked under his regular schedule, and the amount paid him for jury service.

20:02 The employee must furnish to the Company satisfactory proof from the Court, showing the dates, the actual time served as juror and the amount paid for such service.

20:03 If requested to do so by the Company, the employee must report for work on his regular schedule as promptly as possible after being dismissed by the Court on any day and after being released from jury service.

20:04 In calculating payment, only the number of the employee's scheduled work days actually spent in Court are to be counted.

20:05 A shift employee who works on night shift the night immediately preceding and following his appearance in court for jury duty can have one of the two nights off without loss of regular pay.

ARTICLE 21 — DURATION OF THIS AGREEMENT

21:01 This agreement shall be effective from 12:01 a.m. on first April 1983 and shall remain in effect until 12:01 a.m. on March 31 st 1985.

Either party may notify the other in writing not more than ninety (90) nor less than thirty (30) days prior to the expiration date that a renewal or modification is desired. In the event of such modification, negotiations between the parties shall begin within ten (10) days following such notification.

If pursuant to such negotiations, an agreement on the renewal or modification of this Agreement is not reached prior to the current expiration date, this Agreement shall expire at such expiration date, unless it is extended for a specified period by mutual agreement of the parties or by the Labour Code.

IN WITNESS WHEREOF each of the parties hereto has caused this contract to be signed by its duly authorized representatives as of the day and year first above written.

Signed on the nineteenth day of May 1983.

UNION CARBIDE CANADA
LIMITED

Plastics and Chemicals
Montreal-East, Quebec

T. J. Nadeau

J. E. Haché

D. Lightfoot

S. Gilmore

S. Loranger

UNITED OIL WORKERS
OF CANADA
Local 7

D. H. Lawrence

J.-G. Bourquardez

M. Perron

J.-L. Champagne

P. Thériault

Y. Richard

WAGE SCHEDULE

APPENDIX "A"

Rate Class	Operations Department		Maintenance — Stores		Material Handling	Hiring Rate		Hiring Rate	
	Production	Utilities	Maintenance	Stores		Craftsman & Tradesman	26/03/84	Craftsman & Tradesman	01/04/84
Operator	Operator min. Ticket II		Craftsman Tradesman				\$15.73		\$16.52
Operator	Boiler House Op. min. III		Craftsman I Tradesman I				\$14.50		\$15.23
Operator			Craftsman II Tradesman II			\$13.97	\$14.17	\$14.67	\$14.88
Operator	Boiler House Helper IV				Mat'l Hdler Sr (High Speed)		\$13.79		\$14.48
Operator	Boiler House Helper V		Craftsman III Tradesman III		Mat'l Hdler I	\$13.25	\$13.44	\$13.91	\$14.11
Operator					Mat'l Hdler II		\$13.06		\$13.71
Operator			Craftsman IV Tradesman IV		Mat'l Hdler III	\$12.54	\$12.74	\$13.17	\$13.38
Operator				Storeman I	Mat'l Hdler IV		\$12.44		\$13.06
Operator				Storeman II	Mat'l Hdler V		\$11.95		\$12.55
			Utility Man		Tosser I		\$11.95		\$12.55
					Tosser II		\$11.17		\$11.73

. DIFFERENTIAL: \$23.95/week (01/04/83)
\$26.00/week (01/04/84)

Note 1: Progression from rate class (9 to 1) shall be on a six (6) months basis, providing that the employee meets the qualifications of the progression program established by the Company.

Note 2: Tossers will progress from rate class eleven (11) to rate class ten (10) after twelve (12) months of service.

WAGE SCHEDULE

Laboratory Technicians

RATE CLASS	03/26/84	04/01/84
1	\$14.06	\$14.76
2	\$12.78	\$13.42
3	\$11.84	\$12.43
4	\$11.45	\$12.02
5	\$ 9.91	\$10.41

SHIFT PREMIUM \$23.95/week (04/01/83)
 \$26.00/week (04/01/84)

NOTE: Progression from rate class to rate class (5 to 1) shall be done as per the progression program established by the Company providing that the employee meets the required qualifications.

ANNEXE "B"

**RÈGLEMENT DE LA COMPAGNIE
 CONCERNANT LE CRÉDIT DE SERVICE**

Le credit de service avec la compagnie chaque employé est calculé d'après la période où il a été au service de Union Canada du Canada Limitée (y compris ses divisions) et toutes les compagnies associées et les compagnies acquises par Union Canada du Canada Limitée, et tous leurs prédécesseurs de même que les prédécesseurs de toutes ces compagnies.

Le credit de service de tous les employés qui étaient au service de la compagnie lorsque que la caisse de retraite des employés a été établie (1er juillet 1947) a été déterminé d'après leur période de service antérieure à cette date. Le credit de service de tous les nouveaux employés embauchés après cette date est déterminé de la manière suivante:

1. Si un employé est mis à pied par la compagnie à cause d'une réduction du nombre d'employés et non par sa faute:
 - a) Si tel employé est reengagé par la compagnie avant l'expiration de deux (2) années consécutives

APPENDIX "B"

COMPANY SERVICE CREDIT RULES

Company Service Credit is based upon employment by Union Carbide Canada Limited (including its Divisions) and Associated Companies, and Companies acquired by them and their successor companies and predecessor Companies of all such Companies.

Company Service Credit of all employees who were on the payroll when the Company Retirement Plan was introduced (July 1st, 1947) has been established with respect to their employment prior to that date. Company Service Credit, of all new employees hired after that date will be determined as follows:

1. In case an employee is laid-off by the Company on account of reduction in force and through no fault of his own.
 - a) If such lay-off continues not more than two (2) consecutive years, Company Service Credit will be

given for service prior to such lay-off.

- b) If such lay-off continues for more than two (2) years, no Company Service Credit will be given for service prior to such lay-off.
2. In case of absence caused by temporary suspension of work (other than lay-off as in paragraph 1 above), disability or absence with leave **authorized** by the Plant Superintendent, employment will be considered as continuous without any deduction provided it does not exceed three months. However, in case such absence does exceed three months, the period in excess of three months will not be considered as Company Service unless **authorized** by the Plant Manager. If an employee who is thus absent fails to return to work when able to do so and at the time designated by the Company, he will be considered as voluntarily terminating his employment and Company Service Credit shall end as of the date on which such absence commenced.
 3. In case of **re-hire** subsequent to voluntary termination of employment credit will

be given for service only since last date of **re-hire** by the Company unless such employee was **re-hired** within three months after his voluntary termination.

4. In case of **re-hire** or reinstatement subsequent to discharge for cause or **resignation** at the Company's request, credit will be given for service only since last date of **re-hire** or reinstatement by the Company, subject however to the provisions of Article 17:00.

5. An employee on the active payroll January 1, 1973, or **re-hired** thereafter, who had been credited with Company Service Credit for one or more periods of prior employment but who had lost such credit because of (a) lay-off lasting for more than (2) years, or (b) termination for any other cause, will have such prior Company Service Credit restored upon completing a total of two (2) years of currently accredited Company Service Credit following re-employment.

APPENDIX "C"

HOSPITAL AND MEDICAL PLANS

1. The Company agrees that Hospital, Surgical and Medical coverage will be made available to participating employees in the bargaining unit, as outlined in the Appendix, during the term of this Agreement.

2. Benefits under these Plans include:
 - a) Hospital Insurance under the Quebec Hospital Insurance Plan and under the Confederation Life Supplementary Hospital Insurance, and
 - b) **Medical, Surgical and Obstetrical Insurance** under the Quebec Health Insurance Act.

The above benefits are described in the literature attached to this Appendix and made part hereof.

3. Participation by active employees in the Plans shall be on a voluntary basis.

- l. The Company further agrees that it will refund weekly to each bargaining unit employee, an amount equal to his tax deduction made on his behalf against his regular weekly Company pay cheque for payment by the employee under the Quebec Health Insurance Act.
- i. The Company may, at any time, change the carrier for the supplementary hospital insurance. If the carrier is changed, however, the existing level of benefits under the Plans will be maintained.
- i. No person will be insured as an employee and also as a dependent under these Plans.

APPENDIX "D"

EXTENDED HEALTH INSURANCE PLAN

1. The Company agrees that Extended Health Insurance will be made available to participating employees in the bargaining unit, as outlined in this Appendix, during the term of this Agreement.
2. Benefits under this Plan are those included in the Confederation Life Extended Health Insurance Plan, as described in the literature attached to this Appendix and made part hereof.
3. Participation by active employee in this Plan shall be on a voluntary basis.
4. The Company will pay one hundred per cent (100%) of the premiums for this plan during the term of this Agreement for each active employee in the bargaining unit (including his eligible dependents) enrolled through the Plan group.
5. No person will be insured as an employee and also as a dependent under this Plan.

APPENDIX "E"

VACATION PLAN
HOURLY EMPLOYEES

The following Vacation Plan applies to all employees paid on an hourly basis.

VACATION SCHEDULE

An employee must complete 1 year of Company Service Credit to attain initial vacation eligibility. After attainment of such eligibility and during the remainder of that calendar year, he shall receive 2 weeks of vacation.

During the calendar year in which an employee completes 2 years of Company Service Credit, he shall receive 2 weeks of vacation.

During calendar years in which an employee completes from 3 to 9 years of Company Service Credit, he shall receive 3 weeks of vacation.

During calendar years in which an employee completes from 10 to 19 years of Company Service Credit, he shall receive 4 weeks of vacation.

5. During calendar years in which an employee completes from 20 to 29 years of Company Service Credit, he shall receive 5 weeks of vacation.
6. During calendar years in which an employee completes 30 or more years of Company Service Credit, he shall receive 6 weeks of vacation.
7. An employee with 10 or more years of Company Service Credit may carry forward to the succeeding year 1 full week of Current Year Vacation. An employee with 20 or more years of Company Service Credit may carry forward 1 or 2 full weeks of Current Year Vacation to build towards a maximum accumulation of 3 weeks carried forward vacation credit. An employee with 30 or more years of Company Service Credit may carry forward 1, 2 or 3 full weeks of Current Year Vacation to build towards a maximum accumulation of 6 weeks carried forward vacation credit.

II VACATION PAY

The amount paid to an employee for a week of vacation will be his basic hourly

ate in effect at the time he goes on vacation multiplied by the number of hours in his normal workweek. Should the amount of vacation pay required by law for a particular week(s) of vacation exceed the above payment, the greater amount will be paid, without reducing vacation pay entitlement on any of his remaining weeks of vacation.

I. VACATION SEASON

vacations will be scheduled by the Company as follows:

The vacation season will generally be considered the full calendar year.

The vacation season may be limited to a specified period of months within the year or to a shutdown period.

The number of employees who are on vacation at the same time may be limited.

An employee's vacation may be divided into more than one period within a calendar year if circumstances warrant.

Any vacation extending into another calendar year will be considered Current

Year Vacation for the year in which it was started.

6. Vacations may not be postponed to the following calendar year except as in I (7). Employees who qualify for a vacation under this Plan must be granted time off in accordance with the applicable statutory requirement.
7. It is the intention to arrange vacation time off whenever possible rather than to grant pay in lieu of such time off.
8. Any holiday observed by the Company which occurs during a vacation period entitles an employee then on vacation to equivalent additional time off, if he would have been scheduled to work on that day, had it not been a holiday, unless operating conditions or other circumstances make it impracticable to do so, in which case the employee will be entitled to pay in lieu thereof.
9. Vacation schedules shall be posted each year on/or before March 1st. Vacation

changes may be made under exceptional circumstances only. If, because of such a change, an employee can prove he has incurred a loss, he is entitled to a compensation from the Company.

V. VESTED RIGHTS

- I. An employee who completes his first year of Company Service Credit for a vacation with pay as set forth in this Vacation Plan shall have a vested right to that vacation with pay on the day he completes one (1) year of Company Service Credit.
2. An employee with one or more years of Company Service Credit who is on the payroll of the Company on December 31 on the year prior to the Calendar year in which he is entitled to a vacation with pay as set forth in this Vacation Plan shall have a vested right on that day to such vacation with pay for the following year.
3. Payment of vacation pay pursuant to the terms of the Plan whether at the time an employee takes his vacation or

on termination shall discharge the Company's liability to the employee under this section.

V. INTERRUPTIONS IN SERVICE

I. Termination and re-employment

- a) When an employee without initial vacation eligibility is terminated, he will be entitled to the statutory requirement as set forth in the applicable legislation. If the employee is subsequently **re-employed**, he will become entitled to a vacation whenever his Company Service Credit meets the eligibility requirements of the Plan. Such vacation shall be reduced by the amount already received in the current year due to statutory requirements.
- b) When an employee who has attained initial vacation eligibility is terminated, he is entitled to any Current Year Vacation that has not been taken, in addition to any amount prescribed by law.

If he is later **re-employed** with Company Service Credit for prior

service, no vacation may be granted until he has accumulated six additional months of Company Service Credit at which time he will again become entitled to full Current Year Vacation. These 6 months may be accumulated during intermittent periods of employment. However, these vacations are reduced by the amount(s) already received as prescribed by law, if they are taken within 12 months following re-employment. Such entitlement will not become effective until the following calendar year, if it would otherwise result in duplication of Current Year Vacation.

Absence due to disability or leave

- a) Vacations for which an employee is eligible will not be affected by disability absence except that if an employee is absent for an entire calendar year, no vacation will be granted for such year.

- b) An employee who takes a **leave-of-absence** will be treated for vacation purposes in the same manner as if he were terminated as of his last

day worked. If the leave does not extend into another calendar year, however, the employee may be permitted to postpone any Current Year Vacation due until after his return to work.

VI. DEFINITION OF TERMS FOR **THE**
PURPOSE OF ADMINISTERING
THIS PLAN

Company Service Credit

This will be determined in accordance with **the** Company Service Credit rules and **applies** to all employees, including **part-time** and intermittent employees.

Current Year Vacation

The vacation an employee is entitled to **take** during the current calendar year.

Basic Hourly Rate

The amount of pay per hour, excluding all **premiums** and/or other considerations, **which** has been established for the job to **which** an employee is classified at any **particular** time, such amount and such **classi-**

fication having been documented by a properly approved payroll ticket.

Normal Work Week

The number of hours in the regularly scheduled working week of the individual employee, as established by normal operations, and as distinguished from variations in the number of hours caused by emergency or casual overtime even through scheduled.

Termination

Quit, Discharge, Layoff, Retirement, Death or Removal from the Payroll because of Disability (as distinguished from disability absence where the employee is not removed from the payroll).

APPENDIX "F"

LAY-OFF ALLOWANCE PLAN

Purpose of the plan

This plan is intended to assist an employee, laid-off on account of lack of work, pending the location of another position or during the waiting period for Federal Unemployment Compensation benefit.

Conditions covering payment

1. The lay-off allowance will be in addition to accrued vacation pay which may be payable under the Company vacation plan.
2. In cases involving lay-off for lack of work, it is Company policy to give as much advance notice as feasible, whether or not lay-off allowance is also payable under the plan.
3. A lay-off allowance is payable to an employee who has three months or more of Company Service Credit and who is laid off on account of lack of work,

-unless the lay-off is caused by a temporary suspension of work or the employee was hired for intermittent or casual work or as a temporary worker for a limited time or a specific project.

4. A lay-off allowance is not payable to an employee who terminated his employment voluntarily, or who is discharged, or who resigned by Company request, or who is granted leave-of-absence, or who retires.
- i. Unless approval is given by the Company Management concerned to make the payments in lump sum or otherwise, payments of lay-off allowances will be made by the regular paymasters on the regular pay days during the respective periods authorized.

Re-employment

In case an employee is **re-employed** by the Company after he has been paid a lay-off allowance, his Company Service Credit for any subsequent lay-off allowance **considera-**

ion shall start from the date of such re-employment.

Schedule of payments

The lay-off allowance will be paid to an employee eligible therefore under this plan in accordance with the following schedule. The amount payable will be calculated as follows:

-) For a straight day worker
at the straight time hourly rate for the regularly scheduled work week in effect at the time of lay-off, excluding overtime premium.
-) For a piece worker
at his average straight time hourly earnings for the regularly scheduled work week during the first four of the last six weeks worked prior to lay-off excluding overtime premium.
-) For a shift worker
at the rate calculated as in (a) above plus the shift bonus in effect at the time of lay-off if on a fixed shift, or the average shift bonus if on a rotating shift.

Company Service Credit

— lay-off allowance

Under three months

— no allowance

3 months and under 1 year

— same proportion of 1 week's pay as completed months of service are of 12 months (Example: 8 months Company Service Credit Allowance $\frac{8}{12}$ of 1 week's pay).

1 year and under 3 years

— 1 weeks' pay

3 years and under 5 years

— 1½ weeks' pay

5 years and under 7 years

— 2 weeks' pay

7 years and under 10 years

— 3 weeks' pay

10 years

— 4 weeks' pay

11 years and over

— same as for 10 years, plus ½ week additional for each additional year of Company Service Credit.

APPENDIX "G"

DEDUCTION AUTHORIZATION

Date :

TO: UNION CARBIDE CANADA
LIMITED
Plastics and Chemicals,
10555 Metropolitan Boulevard,
Montreal East, Quebec.

Pursuant to the Agreement entered into by Union Carbide Canada Limited, Plastics and Chemicals, and the United Oil Workers of Canada, Local 7, effective on April 1, 1979, I hereby authorize and request the Company to make deductions from my wages in the amount 1/2 of the hourly wage of operator No. 2 per month or such other fixed amount which may hereafter be established by the Local Union in accordance with Article 2:05-3 and pay each month the amount so deducted to the said Union.

This authorization shall become effective on any period beginning and shall continue in effect during the term of the Agreement unless I am transferred

APPENDIX "H"

COMPRESSED WORK WEEK

In consideration of article 7:03 of the principal agreement, it is further agreed that:

. The five-five-four (5-5-4) will be continued on the premises that the number of jobs will not increase because of this schedule and that manpower efficiency will be retained.

Each week of vacation time will equate to the actual scheduled days between a Monday to Monday and hours of vacation pay will be based on the average weekly hours, i.e. 40 hours of pay.

. If an "Earned Day-Off" falls within a vacation period, it will not be rescheduled.

. No banking of "Earned Day-Off" shall be permitted.

. Any employee working on 5-5-4 schedule who is required to work on an "Earned Day-Off" will be paid in accordance to overtime clauses of the Collective Agreement, and shall not be allowed another day off.

Long week-ends and three day work weeks

Four day week-ends shall be avoided through pre-scheduling of "Earned Day-Off" weeks which do not include a Monday or Friday recognized holiday.

Three day work-weeks shall also be avoided through pre-scheduling of "Earned Day-Off". In other words, "EDO", which would normally occur on recognized holidays week-ends will be re-scheduled to a prior or following Friday.

Payroll

The payroll will not be affected. The foreman will complete the time cards as they are completed today. For a normal day, the foreman will enter eight (8) hours on the time cards, although the employee has worked 8 hours & minutes. If an employee is late, that time will be deducted from the eight (8) hours, i.e. if an employee is two (2) hours late the time card will show six (6) hours, (8 hours - 2 hours), although the employee has worked 6 hours & minutes. Hourly employees weekly regular payroll will be 40 hours, for each week, as long as an employee has worked his/her regular

cheduled hours, whether it is a five (5) or four (4) day week.

MEMORANDUM OF UNDERSTANDING

In consideration of a principal Collective Agreement entered into on the 14th day of May 1979 by Union Carbide Canada Limited, Plastics and Chemicals, Montreal,-East, P.Q. (the Company) and the United Oil Workers of Canada, Local 7, (the Union).

The above parties have further agreed to the following terms and conditions:

- There shall be two (2) rest periods of a fifteen (15) minute duration, one during the first half and one during the second half of the day or shift. The granting of rest periods is subject to operating conditions and the approval of the employee's foreman. Rest periods must be taken at the rest area closest to the place of work.

If an employee is called in from home or works overtime, he shall be entitled to a transportation allowance of \$3.00 at time of reporting and/or leaving, depending on whether reporting and/or leaving time is outside of the employee's normal reporting and/or leaving time.

A meal allowance will be paid for day employees who work ten hours thirty-five minutes (10:35 hrs) consecutively or more and for shift employees who work fourteen (14) consecutive hours or more. Another meal allowance will be paid for every additional four (4) hours of work thereafter. A meal allowance will also be paid for employees called at home to report to work immediately in order to perform work of an emergency nature, providing the duration of the work is four (4) consecutive hours or more.

The meal allowance is \$5.00 for each meal.

Employees serving in the Company Fire Brigade and the Rescue Squad shall be covered by a special insurance policy

providing for a \$50,000.00 accidental death benefit in cases where these employees would serve in their fire fighting capacity. This coverage will become effective as soon as possible following the signing of the Collective Agreement and the premium shall be paid in full by the Company.

5. An amount of \$45/pair twice per year will be allocated for safety boots.

Signed on the 19th day of May 1983

ION CARBIDE
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ntreal East, P.Q.

UNITED OIL
WORKERS
OF CANADA
Local 7

T.J. Nadeau	D.H. Lawrence
J.E. Haché	J.-G. Bourquardez
D. Lightfoot	M Perron
S. Gilmore	J.-L. Champagne
S Loranger	P. Thériault
	Y. Richard

MEMORANDUM OF AGREEMENT

BETWEEN:

Union Carbide Canada Limited, Plastics & Chemicals, Montreal-East, P.Q., hereinafter referred to as the "Company" and the United Oil Workers of Canada, local 7, representing the bargaining unit employees of the "Company" hereinafter referred to as the "Union".

1) It is agreed upon by both parties that item 7:00 shall be amended as follows:

7:01-1

b) Twelve (12) hours per day, on the day shift only, in accordance with the three-workday — three-day-off schedule for four (4) consecutive periods, followed with a two-workday or day-off period (3,3,3,3,2), for an average forty-two (42) hours per week, except for employees within the Maintenance and Stores Departments.

7:01-2 Normal working hours for employees on rotating shifts shall be twelve (12) hours per day,

three (3) working days, three (3) days off for four (4) consecutive working periods, followed with two (2) working-day/night or day/night-off period (3,3,3,3,2), for an average forty-two (42) hours per week, in accordance with shift schedule.

7:03 Regular day employees:
7:00 a.m. to 7:00 p.m. — Monday to Sunday, as per established schedule, except for employees within the Maintenance and Stores Departments.

It is agreed upon by both parties that item 11:00 shall be amended as follows:

11 01 For employees whose schedules includes Saturdays and Sundays as scheduled working days, each of the designated holidays will be observed on the actual day on which it falls, except that one (1) or two (2) floating holidays may be set on a different day within the same work week, in order that the annual number of holidays can be divided fairly

among employees on the various shifts.

-) It is understood by both parties that no overtime premium or shift change premium will be paid by the Company during the time this amendment will be implemented.
-) It is agreed upon by both parties that Christmas and New Year's Day Holidays will be divided so that each shift will be off on either holiday. No overtime or shift change premium will be paid as a result of shift changes.
-) It is agreed upon that this schedule will be placed on trial for a twelve (12) month period, starting January 1st, 1981, without limiting provisions included in item 7:03.

igned on this 19th day of May 1983.

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UNITED OIL
WORKERS
OF CANADA
Local 7

T. J Nadeau	D. H. Lawrence
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