

# **AGREEMENT**

**WITH**

**COMMUNICATIONS,  
ENERGY AND PAPERWORKERS  
UNION OF CANADA, CLC,  
LOCAL 28-0**

**EFFECTIVE 1993 MAY 04**



**DuPont Canada**

**MAITLAND SITE  
DUPONT CANADA INC.**

**SEP 2 1993**

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NOTE: Any reference to the masculine gender in this Agreement will also be deemed to refer to the feminine gender.

**MEMORANDUM OF AGREEMENT**

Entered into in quintuplicate as of the 4th day of May 1993.

BY AND BETWEEN:

**DUPONT CANADA INC.**, hereinafter called the "Company", a corporation having an office at Maitland, Ontario,

AND

**COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA, CLC, LOCAL 28-0, MAITLAND, ONTARIO**, hereinafter called the "Union".

WHEREAS the Company operates manufacturing plants located in the Township of Augusta, County of Grenville, Ontario, known as its "Maitland Site" and hereinafter referred to as the "said Site",

WITNESSETH THAT the parties hereto have agreed as follows:

**ARTICLE I - SCOPE**

This agreement covers all employees of the Company as herein defined.

The expression "employee" used throughout this agreement shall be deemed to mean any employee of the said Site except those engaged wholly or partially in a supervisory capacity, engineering, technical and medical staff, office employees and guards.

**MEMORANDUM OF AGREEMENT**

**ARTICLE 1 - S<sup>8</sup> PE**

## **ARTICLE II - RECOGNITION**

- (a) The Company recognizes the Union during the term of this agreement as the exclusive bargaining agent of the employees at the said Site 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.
- (b) The Union recognizes the right of the Company to manage the said Site, and to direct the working forces, including the right to hire, promote, or transfer any employee, and to demote, discipline, suspend or terminate the employment of any employee for any justifiable reason.
- (c) 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.
- (d) The Union further recognizes the right of the Company to make and alter rules and regulations, not inconsistent with this agreement, to be observed by the employees.

## **ARTICLE III - CO-OPERATION**

- (a) It is agreed that the application of the Industrial Relations Plans shall continue in respect of the employees in conformity with their general application throughout the Company.

- (b) The Union agrees that it will not cause, authorize, or sanction, nor permit its members to cause or take 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.
- (c) The Company agrees that it will not cause or sanction a lock-out during the term of this agreement.
- (d) The Company agrees that the Union may post in the said Site, on notice boards supplied by the Company for such purposes, notices pertaining to meetings of the Union, elections of officers, social and recreational events, provided that such notices have been approved by the Company.
- (e) There shall be no discrimination, intimidation, interference, restraint, coercion or 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.
- (f) No one shall conduct Union activities during working hours except as specifically permitted in this agreement. There shall be no discrimination or intimidation by or on behalf of the Company or by or on behalf of the Union, its members or its

**ARTICLE II - OPERATION**

**ARTICLE II - REC<sup>o</sup> NITION**

agents with respect to any employee because of participation or non-participation in the said Union activities.

- (g) The Company agrees to notify the Union of the reason for the discharge of any employee. Such notice shall be given in writing and mailed by registered mail addressed to the Recording Secretary of the Union within 72 hours of the discharge. Any discharge may be discussed as a grievance, provided the grievance is submitted in writing within seven days after receipt by the Union of the written notice of the reason for the discharge. In the event that any employee is discharged and, after subsequent investigation, is exonerated and reinstated, the said employee shall be reimbursed for the time lost by reason of such discharge on the basis of the employee's normal daily hours of work less earnings received from other employers in respect of the period for which the employee is to be reimbursed.

In the event that an employee is discharged and is not exonerated by subsequent investigation, a lesser penalty may be substituted where, in the opinion of an arbitration board, the penalty of discharge is considered to be inappropriate.

An employee who is placed on probation shall be given a copy of the probation notice.

It is understood that justifiable reason for termination of an employee who has not

achieved seniority status shall be determined by the Company, provided that such discretion will not be exercised in bad faith.

An employee who by disciplinary action is summarily required to leave the Site may meet with a steward at the gatehouse.

- (h) The Company will deduct the amount of the regular monthly Union membership dues from the wages of each employee in each pay period.

The Company shall remit to the Financial Secretary of the Union the total of all amounts so deducted not later than ten (10) days following the date of the last deduction.

The Company will forward a list, on a monthly basis, of the employees from whose wages deductions have been made.

- (i) The Company agrees to maintain a procedure for the posting of job vacancies of a permanent nature in selected classifications listed in Schedule "A" attached and to make copies of the Job Posting and Lay-Off Procedure available to the Union.
- (j) The Company agrees that for 21-shift schedules, normal rotation changes between shift and day work will be made on the long weekend as shown on shift schedules.
- (k) A meal up to the value of \$8.00 shall be provided in accordance with the Meal Procurement Procedure.

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ARTICLE II - 8 ERATION

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(1) Members of the Union not exceeding eight (8) in number on any one day may occasionally be granted brief leave of absence without pay for the purpose of attending normal functions of the said Union such as steward, executive, or general meetings and training courses.

**ARTICLE IV - SAFETY AND HEALTH**

The Company will continue to make reasonable provision for the safety and health of its employees. The Company agrees that 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.

Effective 1993 May 01 in accordance with the Safety Shoe Procurement Procedure, the Company will subsidize the purchase by employees of Safety Shoes for their own use to the extent of 100% of the cost or \$75.00 per pair, whichever is less, for one pair purchased in each calendar year, and \$58.50 per pair, for a second pair purchased in each calendar year by regular employees and \$38.00 per pair for additional pairs purchased in each calendar year.

These amounts shall be increased to \$77.00, \$60.00 and \$39.00 respectively on 1994 May 02.

The Company will continue to invite from the Union nominations of employees to sit, on the basis of one employee per committee, on the standing sub-committees established for advisory purposes by the Safety Steering Committee.

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**ARTICLE V - REPRESENTATION**

- (a) The Company agrees to recognize up to 31 stewards, one of whom shall be the Chief Steward, to represent groups of employees. The Union shall notify the Company in writing of the names of the stewards and of the Chief Steward. It is understood that a steward, and/or the Chief Steward may, with the agreement of the department Resource, and without loss of time or pay, leave his/her regular duties for a reasonable length of time in order to investigate and settle grievances in his/her group.

It is understood that discussion will take place with the steward's and/or Chief Steward's line organization with regard to the reasons, the nature and the time spent on such leave.

- (b) The Company agrees to recognize a Union Bargaining and Grievance Committee of not more than six employees.

- (c) The Union Bargaining and Grievance Committee shall have the right of meeting the appointed representative or representatives of the Company at regular monthly meetings at a location agreed upon by the parties.

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Members who happen to be on duty, shall be paid straight time for that part of their regularly scheduled working hours devoted to attendance at such meetings.

It is understood that a representative of the

**ARTICLE V - REPRESENTATION**

**ARTICLE IV - SAFETY AND HEALTH**

National Union may be present at such meetings.

#### **ARTICLE VI - HOURS OF WORK**

- (a) The normal number of daily hours of work shall be either eight, and shall vary from eight hours for six days in a week, to eight hours for two days in a week, or twelve, and shall vary from twelve hours for four days in a week to twelve hours for one day in a week, or a combination of two twelve and two eight hour days in a week, in accordance with schedules established from time to time. The normal number of daily hours shall be scheduled to be worked in one continuous period, except for the unpaid lunch periods.
- (b) 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.
- (c) It is understood that an employee shall be at the work place and ready to assume his/her duties at the commencement of the employee's scheduled working day.
- (d) 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 his/her work place until relieved by the employee assigned to the same operations on the succeeding shift.

Exceptions to this standard can be managed within the discretion of the shift team provided that such decisions are consistent with criteria established by the Company.

- (e) The Company agrees to schedule for employees not engaged in continuous operations, a rest period of ten minutes' duration in each half of the working day. It is understood, and the Union agrees, that the nature of the work in continuous operations is such that it is impractical to schedule rest periods for employees engaged therein, but that under normal conditions reasonable opportunity for smoking and refreshment will exist.

- (f) *W/C* It is understood that all day workers shall be granted a reasonable amount of time to wash-up before their lunch period and before the end of their normal working day.

**ARTICLE VII - OVERTIME AND OTHER ALLOWANCES**

- (a) *B*  
*3/4* An employee shall be paid at the rate of time and one-half for work required to be performed in excess of the employee's normal number of daily hours of work in any one day or in any continuous period, provided however that the said employee shall be paid at the rate of double time, instead of at the rate of time and one-half, for all hours worked in excess of four hours beyond the normal number of daily

ARTICLE VII - OVERTIME AND OTHER ALLOWANCES

ARTICLE VI - HOURS OF WORK

hours of work in any one day or in any continuous period.

- (b) An employee shall be paid at the rate of double time for work required to be performed on his/her assigned regular day of rest.

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The employee shall be paid at the rate of time and one-half for work required to be performed on his/her assigned extra days of rest, provided however, that he/she shall be paid at the rate of double time instead of at the rate of time and one-half, for all hours worked in excess of four hours beyond the normal number of daily hours of work on that day or in any continuous period.

The assigned extra days of rest (e.g. "r" or a, b, c, d, e) and the assigned regular day of rest (e.g. "R" or A, B, C, D, E) shall be as shown on shift schedules.

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It is understood that when an employee works seven consecutive normal eight hour days, none of which is a day of rest, the employee's eighth day will be deemed to be the employee's assigned regular day of rest.

- (c) If an employee is required by the Company to report to the said Site to perform work at other than his/her regularly scheduled working hours, the employee shall be paid at the rate of time and one-half for all hours worked at other than his/her regularly scheduled working hours provided,

**ARTICLE VII - OVERTIME AND OTHER ALLOWANCES**

however, that said employee shall be paid at the rate of double time instead of at the rate of time and one-half for all hours worked in excess of four hours beyond the normal number of daily hours of work on that day or in any continuous period. In any event the employee shall be paid at the employee's straight time rate only for regularly scheduled hours worked. The employee shall be paid a minimum amount equivalent to pay for four hours at his/her straight time rate if the employee's pay for the performance of such work is less than this amount, except when such work forms a continuous period with the employee's regularly scheduled working hours, in which case no minimum shall apply. If the said employee is entitled to the payment provided in clause (g) this minimum amount shall be paid in addition thereto for the performance of such work on a holiday.

- (d) If an employee is required by the Company to report to the said Site on less than twenty-two hours' notice, to perform work at other than said employee's regularly scheduled working hours, the Company will provide transportation to the said Site for the employee or will pay the employee one hours' pay at his/her straight time rate. If the employee is entitled to payment under the provisions of clause (b), (c) or (h) this travelling allowance shall be paid in addition thereto.
- (e) Whenever an employee's schedule is changed by the Company so as to result in

regularly scheduled working hours with new starting and finishing times or a change between a day schedule and a shift schedule, the employee shall be paid at the rate of time and one-half for work performed during the employee's first working day following such change unless thirty or more hours' notice prior to the commencement of the calendar week of the employee's new schedule in which the change occurs has been given to said employee by the Company. However, the employee shall be paid at the rate of double time instead of at the rate of time and one-half for all hours worked in excess of four hours beyond the normal number of daily hours of work on that day or in any continuous period.

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- (f) Notwithstanding the foregoing provisions of this Article VII, an employee shall not be paid at the rate of time and one-half for overtime work if such overtime work, is performed by an employee in exchange for his/her regularly scheduled hours by special arrangement with another or other employees who may wish to change or exchange working hours.

This opportunity is contingent upon meeting criteria established by the Company.

- (g) An employee shall, subject to the second paragraph of this clause, be paid an amount equivalent to eight hours' pay at said employee's straight time hourly rate for the following holidays whether or not the employee works on such holidays:

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New Year's Day, Heritage Day (the second Monday in February), the first Monday in the mid-winter school break, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.

However, an employee shall not be entitled to be so paid:

- (i) if the employee does not work on such holiday when the employee has been required or scheduled to do so. Notwithstanding the foregoing, the employee shall be entitled to be so paid if such absence is due to disability;
- (ii) if the employee is absent without good cause on the scheduled working day immediately preceding or succeeding such holiday;
- (iii) if the employee is absent for any reason on both the scheduled working days immediately preceding and succeeding such holiday. Notwithstanding the foregoing, the employee shall be entitled to be so paid if such absence is due to said employee's scheduled vacation or a disability;
- (iv) if such holiday occurs while the employee is on leave of absence. Notwithstanding the foregoing, the employee shall be entitled to be so paid if such absence is due to said employee's scheduled vacation or a disability;

**ARTICLE VII - OVERTIME AND OTHER ALLOWANCES**

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(h) An employee who works on any of the holidays mentioned in clause (g) whether or not the employee is entitled to the payment provided in clause (g) shall be paid at the rate of double time for all hours worked.

(i) 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 clause (g) the day of observance so substituted shall be deemed to be the holiday for the purpose of this Article VII.

(j) An employee shall not be entitled to be paid under more than one clause of this Article unless otherwise specifically provided, and in any event the rate of payment including holiday and other allowances but excluding the minimum payment and travelling allowance provided in clauses (c) and (d) shall not exceed three times the straight time hourly rate.

(k) For the purpose of establishing which shift crew employees, regularly scheduled to work on Sunday, shall receive Sunday premium and premium pay for work performed on the holidays shown in clause (g) of this Article VII, the day shall extend from midnight to midnight for employees assigned to schedules with normal eight hour days and from 0800 hours to 0800 hours for employees assigned to schedules with normal 12 hour days. But for all other purposes any day shall be deemed to be a twenty-four hour period as shown



in schedules established from time to time.

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- (1) When an employee is called upon to render jury duty by a duly constituted authority the employee will be paid for the time lost by reason of such duty on the basis of said employee's normal daily hours of work.

### ARTICLE VIII - WAGES CLASSIFICATION

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- (a) The classification of the employees and the classification of new occupations shall be done by the Company.
- (b) The classification of existing occupations within the recognized bargaining unit and the wage rates applying thereto shall be shown in Schedule "A" 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 that a new occupation is established, the occupation may be reclassified or classified, as the case may be, by the Company, but the Company agrees to discuss and review such changes or new classification with the Union. It is agreed that in the event the Union does not agree with the Company, the matter may be taken up at the next contract negotiations as provided for in Article XIII.
- (c) While an employee may at any time discuss his/her classification with the department Resource, no request for a change in the classification of such employee need

ARTICLE VIII - WAGES CLASSIFICATION

be entertained by the Company unless presented to the Company within thirty days following the date of classification or change of classification to which such employee objects. Insofar as is practicable the Company agrees to inform the Union with regard to changes in classification.

- (d) An employee shall be paid the rate for the occupational classification to which the employee is assigned, provided the employee is qualified to perform the duties of such classification and provided the assignment is for more than one hour, unless the assignment is to a lower rated classification for the convenience of the Company, in which case the employee shall be paid the rate of the higher classification.

#### ARTICLE IX - SENIORITY

- (a) An employee, other than a student hired for the vacation period, shall acquire seniority status after being in the employ of the Company for a probationary period of one hundred and eighty consecutive days.

- (b) Seniority shall govern in the case of a lay-off which the Company expects to remain in effect for more than seven days provided employees are sufficiently qualified. No individual employee will be laid off for more than a total of 14 days in a year without applying his/her seniority rights, notwithstanding the Company's ability to implement the seven day lay-off

without applying said employee's seniority. Sufficiently qualified shall be deemed to mean that the employee is qualified to perform the normal duties of his/her job classification.

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For equally qualified employees seniority shall govern in the case of a transfer or promotion to a classification within the bargaining unit, which the Company expects to remain in effect for more than thirty days. It is understood that where employees are not equally qualified preference shall be given to the best qualified. Qualifications acquired during the period of a transfer or promotion made under the temporary provisions of this clause shall be disregarded in making a permanent adjustment.

Where the temporary adjustments contemplated above occur and subsequently become permanent or exceed the stipulated time limits, the provisions of this clause shall apply immediately but such application shall be without retroactive effects,

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Copies of the Job Posting and Lay-Off Procedure are available to the Union and will show the established lines of progression and retrogression. The Company agrees not to revise the Procedure during the term of the agreement.

However, any addition to the Procedure shall not be deemed to be a revision but will be discussed and reviewed with the Union. After moving through the lines of

**ARTICLE IX- SENIORITY**

retrogression and before lay-off, an employee will be assigned by the Company according to the employee's seniority and subject to the first paragraph of this clause, to the lowest classification of any job progression, other than the Manufacturing Serviceman job progression, (and such assignment may be to that classification occupied by the employee with the least seniority of all the employees in the bottom classifications of the lines of progression) or, if there is no such classification available to the employee, the employee will be assigned to one of the following classifications, in the following order based on said employee's seniority; Manufacturing Serviceman, Serviceman, Labourer-Janitor and Hiree. Seniority shall govern in the case of a lay-off from the classification of Manufacturing Serviceman, Serviceman, Labourer-Janitor and Hiree.

- (c) For the purposes of this agreement an employee shall be credited with seniority for the total period of employment with the Company or its predecessor in any capacity at any location. Seniority so acquired shall be lost on termination of employment. However, accumulated seniority shall be restored upon re-employment if such termination was due to lay-off, or the expiration of leave of absence for illness or accident, provided the lapse of time between the date of termination for such reasons and the date of re-employment does not exceed twelve months.

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- (d) When employment offers are made, former employees whose employment with the Company was terminated during the preceding twelve months due to lay-off and who are qualified for the job or jobs available shall be offered employment on the basis of seniority accumulated prior to termination. The Company shall be under no obligation to re-employ such a former employee unless said person has filed a current address and telephone number with the Company for this purpose, can be reached when the opportunity for employment arises and is available for work when required.

In the event that a former employee fails to accept re-employment the Company may consider that said person no longer wishes to be re-employed.

- (e) The Company agrees to post seniority lists showing the seniority status of each employee and to furnish a copy of such lists to the Union.
- (f) The Company agrees to alter the seniority lists at least every four months 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 IX- SENIORITY**

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**ARTICLE X - SEVERANCE PAY**

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- (a) An employee who has one (1) year or more of seniority shall be paid severance pay each time his/her employment is terminated due to lack of work, except that such pay will not be paid when employment is terminated:
- (i) due to lack of work for a period which the Company expects to last not more than fourteen (14) days;
  - (ii) due to circumstances beyond the direct control of the Company including, without limitation, fire, flood, power failure or hostile acts of foreign governments, or to strike or other labour dispute whether or not the Company is directly involved, transportation difficulties, material shortages and the like, or regulations or controls established by any governmental authority; or
  - (iii) without the employee having been re-employed for a continuous period of at least nine (9) months following a previous termination, except that if severance pay in weekly installments upon such previous termination was discontinued as a result of such re-employment, the severance pay to which the employee was previously entitled will be resumed upon the subsequent termination.
- (b) It is understood that severance pay will not be paid to an employee when:
- (i) the termination is for any reason other than lack of work;

**ARTICLE X - SEVERANCE PAY**

- (ii) the employee accepts employment at any Company location, or with an affiliated company, before termination becomes effective;
  - (iii) the employee is offered employment with a successor company at the same location before termination becomes effective;
  - (iv) the employee becomes a pensioner;
  - (v) the employee resigns, even in anticipation of termination;
  - (vi) the employee elects termination in lieu of demotion, promotion, transfer or any change in status, unless the employee has been given the option of termination with severance pay by the Company in lieu of demotion.
- (c) The amount of any employee's severance pay, subject to the foregoing provisions of this Article, shall be:
- (i) one (1) week's pay for each of the first four (4) years of seniority, plus,
  - (ii) one (1) week's pay for each year of seniority over four (4) and an additional week's pay for each year of seniority over fifteen (15) reduced by the amount of any severance pay previously paid by the Company for seniority of over four (4) years.
  - (iii) the amount of severance pay payable in each case of termination shall be limited to fifty-two (52) weeks' pay.
- Partial years, after the first full year, shall be computed to the nearest full month,

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including the month in which employment is terminated, if the employee has accumulated fifteen (15) or more days of seniority in that month, and the rate of one-twelfth (1/12) of one (1) week's pay shall be applicable for each such month.

For severance pay purposes a week's pay shall be equal to the employee's current straight time hourly rate multiplied by the number of hours, not to exceed forty (40), constituting the employee's normal number of weekly hours of work at the said Site at any time of termination, and shall not include overtime or any other premium pay or allowance.

- (d) The Company may elect to pay severance pay in weekly installments or in a lump sum.
- (e) In the event that an individual receiving severance pay is re-employed by the Company, payments thereof shall cease with the payment for the period ending the day immediately preceding the date of the individual's re-employment.
- (f) An individual who has received severance pay shall not be required to return any portion of such pay to the Company in the event of re-employment.
- (g) When a former employee is offered and does not accept re-employment, other than work of a temporary nature, severance pay shall be discontinued.



## ARTICLE XI - GRIEVANCE PROCEDURE

- (a) Any dispute, grievance or misunderstanding (hereinafter called "grievance") involving occupational classification, wages, seniority, hours of work or other working conditions which any employee or group of employees may desire to discuss and adjust with the Company, shall be handled in accordance with the provisions of this Article.
- (b) While an employee may discuss a grievance with his/her foreman at any time, a request for retroactive adjustment need not be entertained by the Company unless the grievance is presented in writing within thirty days of the date of the incident which gave rise to the grievance. Any grievance shall be deemed to have been withdrawn if, after an answer has been given at any step, more than thirty days have elapsed before the grievance is carried to the next step.
- (c) The employee shall first take up his/her grievance directly with the foreman of the department. If the matter is not resolved by the foreman, it shall be handled as follows:

### Step 1

The employee may report the matter to the steward elected to represent the employee's group, who, together with the employee may take up the matter with the foreman and shall at the same time present to the foreman a written summary of the

ARTICLE XI - GRIEVANCE PROCEDURE

grievance. If the written decision of the foreman does not settle the matter to the satisfaction of the employee or four regularly scheduled working days have elapsed since the grievance was submitted under the provisions of this step, the employee and the steward may:

**Step 2**

Take up the matter with the appropriate member of supervision above the foreman as designated by the Company from time to time. If the written decision of the appropriate member of supervision does not settle the matter to the satisfaction of the employee or twenty-one days have elapsed since the grievance was submitted under the provisions of this step, the steward may:

**Step**

Submit the grievance in writing to the Union Bargaining and Grievance Committee which may bring the matter to the attention of the Site Manager by presenting to the Site Manager or delegate the written statement of the grievance. The Union Bargaining and Grievance Committee may then discuss it with the Site Manager or delegate at a time to be agreed upon. If the Site Manager or delegate does not settle the matter to the satisfaction of the Union Bargaining and Grievance Committee within eight weeks after the grievance has been submitted under this step, the provisions of Article XII may be invoked.

- (d) All decisions arrived at by agreement with the Site Manager, or delegate, and the Union Bargaining and Grievance Committee with respect to any grievance shall be made in writing and shall be final and binding upon the Company and the Union.
- (e) Nothing in this agreement shall be deemed to take away the right of an individual employee to present any personal grievance to the Company.

#### **ARTICLE XII - ARBITRATION**

- (a) Within a period of twelve (12) weeks after the matter has been brought to the attention of the Site Manager or delegate, any grievance or other matter in dispute between the Company and the Union, involving the interpretation, application, administration or alleged violation of any article of this agreement or section of the Job Posting and Lay-Off Procedure, 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.
- (b) The decision of the majority of the arbitration board on the matter at issue, or of the chairperson if there is no majority, 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.

#### **ARTICLE XII - ARBITRATION**



- (c) Each party shall pay its own costs and the fees and expenses of witnesses called by it and its representatives. The fees and expenses of the chairperson shall be shared equally between the parties.

### **ARTICLE XIII - TERMINATION**

- (a) This agreement shall become effective as of the 4th day of May 1993 and shall remain in full force and effect until and including the 30th day of April 1995.
- (b) i. As early as three months prior to the expiry of the agreement either party may without obligation present to the other party in writing any proposed modifications or revisions of this agreement for the purposes of study and review.
  - ii. Either party may subsequently on ten clear days' notice in writing require the other party to enter into negotiations for the renewal of the agreement within the period of two months prior to the expiry date and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to secure such renewal.
- (c) The party giving the notice in accordance with clause (b)ii hereof shall at the same time as such notice is issued, and the party receiving the notice shall within ten days of it's receipt of such notice, respectively, present to the other party in writing any proposed modifications or revisions of this

agreement, if they have not previously been presented as noted in clause (b)i.

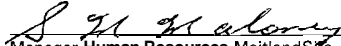
#### **ARTICLE XIV - NOTICES**

Notices provided in Article XIII and Schedule "B" shall be in writing and shall be sufficient if sent by mail addressed, if to the Union, to the Recording Secretary of the Union, and if to the Company, to the Site Manager at the said Site.


**ARTICLE XIV - NOTICES**

**ARTICLE XIII - TERMINATION**


DUPONT CANADA INC.

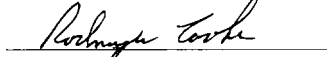
  
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Manager, Human Resources, Maitland Site

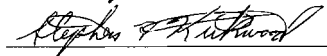
  
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Site Manager, Maitland Site

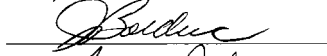
  
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Senior Vice-President

**COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION OF CANADA, CLC,  
LOCAL 28-0**

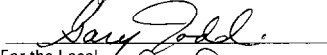
  
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### SCHEDULE "A" PART I

CLASSIFICATIONS	Wage Rates Effective		
	Code	1993	1994
	Nos.	May 01	May 01

#### LABORATORIES

Analyst Controller Trainee	740	14.65	14.88
Analyst Controller - 1	741	15.65	16.01
Analyst Controller - 2	742	16.80	17.19
Analyst Controller - 3	743	18.13	18.55
Analyst Controller 4	744	19.54	19.99
Analyst Controller - 5	730	21.48	21.97

#### PRODUCTION OPERATIONS

Controller Trainee	750	14.65	14.88
Controller - 1	751	15.65	16.01
Controller - 2	752	16.80	17.19
Controller - 3	753	18.13	18.55
Controller - 5	705	21.48	21.97
Textile Controller	480	18.79	19.22
Shipper - 1	472	15.65	16.01
Shipper - 2	471	16.80	17.19
Shipper - 3	470	18.13	18.55

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SCHEDULE "A"

#### SITE ENGINEERING

Engineering Controller Trainee	170	14.65	14.88
Engineering Controller - 1	171	15.65	16.01
Mechanic Controller - 2	172	16.80	17.19
Mechanic Controller - 3	173	18.13	18.55
Mechanic Controller - 4	174	19.54	19.99
Mechanic Controller - 5	118	21.48	21.97
Instrument-Electrical Controller - 2	180	16.80	17.19
Instrument-Electrical Controller - 3	181	18.13	18.55

## SCHEDULE "A" PART I

CLASSIFICATIONS	Wage Rates Effective		
	Code	1993	1994
	Nos.	May 01	May 01

### SITE ENGINEERING (CONT'D)

Instrument-Electrical Controller - 4	182	19.54	19.99
Electrician Controller - 5	105	21.48	21.97
Instrument Controller - 5	112	21.48	21.97

### SITE ENGINEERING/SITE SERVICES

Labourer-Janitor	121	14.58	14.88
Serviceman	127	<del>14.99</del>	15.33
Manufacturing Serviceman	160	16.80	17.19
Equipment Operator	108	18.13	18.55
Services Controller	151	16.80	17.19
Manufacturing Services Controller	150	18.79	19.22
Equipment Mechanic	119	21.48	21.97
Fire Inspector - 1	113	16.80	17.19
Fire Inspector - 2	139	18.79	19.22
Stores Attendant - 1	305	15.65	16.01
Stores Attendant - 2	304	16.80	17.19
Stores Attendant - 3	300	18.13	18.55

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### POWER HOUSE

Power Engineer Controller Trainee	650	14.65	14.88
Power Engineer Controller-I	651	15.65	16.01
Power Engineer Controller-2	652	16.80	17.19
Power Engineer Controller-3	653	18.13	18.55
Power Engineer Controller-4	654	19.54	19.99
Power Engineer Controller-5	655	21.48	21.97
Shift Engineer	607	21.75	22.25



**SCHEDULE "A" PART I**

<b>CLASSIFICATIONS</b>	<b>Wage Rates Effective</b>	
	<b>Code 1993</b>	<b>1994</b>
	<b>Nos. May 01</b>	<b>May 01</b>

**SITE**

Student Temporary Employee	801	10.23	10.23
Hiree	803	12.32	12.60

**SCHEDULE "A"**

**SCHEDULE "A" Part II**  
**For All Current Incumbents as of 1991 April 30**

<b>CLASSIFICATIONS</b>	<b>Wage Rates Effective</b>		
	<b>Code</b>	<b>1993</b>	<b>1994</b>
	<b>Nos. May 01 May 01</b>		

**LABORATORIES**

*Analyst Controller III	727	17.66	18.07
*Analyst Controller II	728	18.67	19.10
*Analyst Controller I	729	20.33	20.80
Analyst Controller - 5	730	21.48	21.97

**PRODUCTION OPERATIONS**

*Controller III	702	17.66	18.07
*Controller II	703	18.67	19.10
*Controller I	704	20.33	20.80
Controller 5	705	21.48	21.97

**SITE ENGINEERING**

*Instrument-Electrical Mechanic III	129	17.66	18.07
*Instrument-Electrical Mechanic II	130	18.29	18.71
*Instrument-Electrical Mechanic I	141	19.43	19.88
Electrician Controller 5	105	21.48	21.97
Instrument Controller - 5	112	21.48	21.97
*Mechanic III	115	17.66	18.07
*Mechanic II	116	18.29	18.71
*Mechanic I	117	19.43	19.88
Mechanic Controller 5	118	21.48	21.97

\*These classifications, wage codes and rates shall become redundant after current incumbents in the progression systems, as of 1991 April 30, have progressed through the classification(s)



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**SCHEDULE "A"**

**SHIFT AND SUNDAY PREMIUMS**

For work performed on regularly scheduled multiple or fixed shifts a premium of seventy-one (71) cents an hour shall be paid for eight-hour evening shifts commencing between the hours of 3:00 p.m. and 10:59 p.m., eighty-seven (87) cents an hour for eight-hour night shifts commencing between 11:00 p.m. and 2:59 a.m., and one dollar and six cents (\$1.06) an hour for twelve-hour night shifts commencing between 3:00 p.m. and 2:59 a.m. An employee who is regularly scheduled to work on Sunday shall be paid, in addition to any shift premium, a premium of two dollars and fifteen cents (\$2.15) an hour for each hour worked on Sunday.

9405 / 45100077  
Effective 1994 May 01, the seventy-one (71) cents premium for evening shifts shall increase to seventy-three (73) cents, the eighty-seven (87) cent premium for night shifts shall increase to eighty-nine (89) cents and the one dollar and six cent (\$1.06) premium for twelve-hour night shifts shall increase to one dollar and eight (\$1.08) cents. The two dollars and fifteen cent (\$2.15) premium for employees regularly scheduled to work on Sunday shall increase to two dollars and twenty cents (\$2.20). These premiums are to be added to the rates shown in Schedule "A" of this agreement but are at all times to be shown separately from these rates. The premium is to be added to the rate after and not before calculating overtime.

SCHEDULE "A" - SHIFT AND SUNDAY PREMIUMS

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## SCHEDULE "A"

### BLENDDED SHIFT PREMIUM

A "blended shift premium" of eighty-five (85) cents an hour will be paid to those employees who qualify and work in a rotational continuous shift system. Their work schedule will involve the 24 hour day and the seven day week and will require rotation in their daily hours of work and their work schedules throughout the year. This blended shift premium will apply to qualified employees who are on short term day assignments and whose predominant schedule is a shift assignment throughout the year.

The blended shift premium would not be paid to employees who are regularly day workers or who are on regularly scheduled multiple or fixed shifts and being paid any premiums associated with eight hour evening shifts, eight hour night shifts, twelve hour night shifts or Sunday premium.

Effective 1994 May 01 this blended shift premium shall increase to eighty-seven (87) cents an hour.

This blended shift premium is to be added to the rates shown in Schedule "A" of this agreement but is at all times to be shown separately from these rates. The premium is to be added to the rate after and not before calculating overtime.

**DUPONT CANADA INC.**

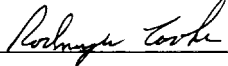
  
\_\_\_\_\_  
Manager, Human Resources, Maitland Site

  
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Site Man, Maitland Site


  
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Senior Vice-President

**COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION OF CANADA,  
CLC, LOCAL 28-0**

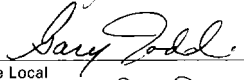
  
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For the Local

  
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For the C.E.P.

**SCHEDULE "B"**  
**PROCEDURE FOR**  
**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 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 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 Ontario 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 representatives, shall constitute the arbitration board.
5. Should the representatives fail within five days to agree on a chairperson, the

Minister of Labour of the Province of Ontario 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 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 VII (g) of this agreement and may be extended by mutual consent of the parties or by the arbitration board.

**SCHEDULE B - PROCEDURE FOR ARBITRATION PROCEEDINGS**