

AGREEMENT

SOURCE	COMPANY		
TERM.	94	02	01
	97	01	31
No. OF EMPLOYEES	370		
NOMBRE D'EMPLOYÉS	ll		

BETWEEN

**DOW CHEMICAL CANADA INC.
SARNIA, ONTARIO**

AND

**COMMUNICATIONS, ENERGY
& PAPERWORKERS UNION
LOCAL 672**

1994 - 1997

APR 21 1994

THIS AGREEMENT is made and entered into
this 21st day of April, 1994

ENTERED

0240106

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BETWEEN:

**DOW CHEMICAL CANADA INC.
SARNIA**

Hereinafter referred to as the **COMPANY**

AND

**COMMUNICATIONS, ENERGY
& PAPERWORKERS UNION
LOCAL 672**

Hereinafter referred to as the **UNION**

**ARTICLE 1
PURPOSE**

- 1.01** The Company and the Union desire to cooperate and work harmoniously together in promoting their mutual interest in the operating of the plant. It is their desire to provide orderly procedure for collective bargaining, orderly procedure for the prompt and equitable disposition of grievances and for the maintenance of mutually satisfactory hours of work, wages and working conditions in the plant.

**ARTICLE 2
RELATIONSHIP**

- 2.01** (a) The Company recognizes the Union as the sole collective bargaining agency for all employees in the Processing and Maintenance departments and Utility Group of the Company's Sarnia Division, save and except sub-front line supervisor, persons above the rank of sub-front line supervisor, plant protection personnel, Warehouse personnel, technical personnel, office janitors, and office staff.
- (b) For the purpose of clarity it is agreed that the term technical personnel comprises Graduate Engineers and Graduate Scientists, and that the term office staff includes clerks in the Analytical Laboratory, Construction Engineering, Electrochemical Division, Hydrocarbons Division, Plastics Division, and Maintenance department.
- 2.02** The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the Company without the permission of the Labour Relations Manager.

ARTICLE 2 - continued

- 2.03** The Company agrees that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in any labour organization or by reason of any activity or lack of activity in any labour organization.
- 2.04** The Union agrees that it will not discriminate, coerce, restrain, or influence any employee because of that employee's membership or non-membership, activity or lack of activity in any labour organization.
- 2.05** Representatives of the National Union shall, at the request of the Local Union, be entitled to participate in any meeting between the Company and the Local Union.
- 2.06** It will be the Union Committee's function to see that those whom they represent comply with the terms of this Agreement, and it will be the Company's function to see that its supervisory employees comply with the terms of this Agreement.

**ARTICLE 3
UNION SECURITY**

- 3.01** Unless exempted by the Ontario Labour Relations Board by provisions of the Ontario Labour Relations Act, all employees shall pay to the Union an amount equal to the regular bi-weekly dues of a Union member, for the duration of this Agreement.
- 3.02** The Company is authorized, on the request of the Union, to deduct an amount equal to the bi-weekly dues as designated by the Financial Secretary of the Union, from each bi-weekly pay cheque of employees designated in Article 3.01. Such deductions will be remitted to the Financial Secretary of the Union.

ARTICLE 3 - continued

- 3.03** The Company agrees to provide a list of newly hired hourly employees to the Union Secretary within forty-eight (48) hours of hiring, along with their work assignments

ARTICLE 4
UNION COMMITTEE AND STEWARDS

- 4.01** (a) The Company agrees to recognize a Union Bargaining Committee from and representing the employees, such Committee not to exceed seven (7) members, all of whom shall be regular employees of the Company with a minimum of three (3) months' service with the Company's plant. Trustees can substitute for absent Committee members
- (b) The Company agrees to recognize a Union Grievance Committee from and representing the employees, such Committee not to exceed four (4) members and one (1) unit or group steward all of whom shall be regular employees of the Company with a minimum of three (3) months service with the Company's plant. This Committee will be expanded provided that the Company and the Union mutually agree
- 4.02** The Company agrees to recognize one steward to represent employees of the bargaining unit as follows
- | | |
|-------------------------|--|
| Maintenance employees | - in each group of central shop, in each assigned area as specified on stewards list |
| Process employees | - in each unit or group |
| Utility Group employees | - not assigned to an area or unit |

ARTICLE 4 - continued

In lieu of a steward, a named alternate will be recognized. All such stewards or alternates will be employees of the Company who are members of the Union.

It is agreed that a steward may call another steward or the chief steward should the steward need clarification of a specific complaint or grievance in the steward's area.

4.03 The Company will recognize any member of the Union as a delegate to labour organizations with which the Union is affiliated, in particular, Sarnia and District Labour Council, O.F.L., C.L.C., when such delegate has been duly selected by members of the Union.

4.04 The Union will provide the Company with an up-to-date list of the Union Bargaining Committee, Union Grievance Committee, Union unit or group stewards and delegates elected according to 4.03 above. Such lists will be revised on a quarterly basis.

**ARTICLE 5
COMPLAINT AND GRIEVANCE PROCEDURE**

- 5.01**
- (a) Complaints - Employees who feel they have a complaint shall discuss the matter with their immediate supervisor with or without the assistance of their Union unit or group steward as they so desire. Failing satisfactory adjustment of the complaint within the next following work day or any longer period which may be mutually agreed upon at the time, then the grievance procedure may be invoked.
 - (b) Grievances - Any complaint not settled in the manner above or any grievance involving the interpretation or alleged violation of the Agreement shall

ARTICLE 5 - continued

be dealt with as quickly as possible. in order to accomplish this the Company and the Union are agreed on the following procedure.

STEP No. 1 - Employees shall inform their immediate supervisor of their intent to submit a grievance. The grievance shall then be reduced to writing with the assistance of the steward and signed by the aggrieved employee. A copy of the grievance shall be given to the supervisor and shall be taken up by the steward and chief steward with representatives of the unit or group supervision and/or department head not more than seven (7) working days after the date of the written presentation of the grievance to the supervisor. A decision shall be rendered within two (2) working days from the date of the meeting and shall be in written form.

STEP No. 2 - Should either the Company or the Union desire to appeal any decision arrived at on the grievance in Step No. 1, they shall advise the other party of their intentions within seven (7) working days of the reply to the first stage meeting. A meeting will then be arranged as soon as conveniently possible to both parties. The decision reached as a result of such meeting shall be rendered within seven (7) days of such meeting, and shall be in written form. If a satisfactory settlement of the grievance is not reached it may be referred by either party to a Board of Arbitration as provided for in Article 6.

5.02 No complaint or grievance will be entertained that has not been processed according to the procedure defined in Article 5.01 or that is presented to the immediate supervisor more than seven (7) days, excluding regular days off and holidays, after the date the complaint or grievance first arose. It is agreed that when an employee grievance

ARTICLE 5 - continued

involving suspension or discharge is submitted to the immediate supervisor, it shall proceed directly to Step No. 2 of the complaint and grievance procedure.

5.03 At any stage of the above procedure, the grievor shall have the right to be present, if the grievor so desires. The grievor shall also be required to attend any stage of the procedure at the request of either the Company or the Union.

5.04 Should differences arise between the Company and Union Committee or stewards as to the interpretation or application of this Agreement, or should either party allege that the other has violated this Agreement, the matter will be submitted in writing and dealt with in the same manner as Step. No. 2 of the grievance procedure.

5.05 It is agreed that the settlement of any grievance relating to back pay shall not be retroactive for more than thirty (30) days prior to the date of the written presentation to the supervisor as provided in Article 5.01 above.

In case of an undisputed error as to an employee's rate of wages, proper adjustment will be made from the date the error occurred.

5.06 Stewards (1 per complaint/grievance) shall, after reporting to their immediate supervisor and when arrangements for relief have been made if necessary, be permitted to leave their work for a reasonable length of time when their presence has been requested by an employee in their group for the purpose of settling complaints or grievances. The Company agrees that all reasonable steps will be taken to provide such relief.

5.07 If, in the handling of a complaint or grievance, it becomes necessary for Stewards (1 per complaint/grievance) to

ARTICLE 5 • continued

leave their building or department they shall upon entering another building or department, report to the supervisor in charge of that building, stating their reason for being in that building. They shall return to their job as promptly as possible and upon returning shall at once report to their supervisor.

- 5.08** Stewards (1 per complaint/grievance) or members of the Union Committee leaving their work because of a grievance shall properly enter such time on their time record card.
- 5.09** Employees on duty, provided that they first secure permission from their supervisor, will be permitted to leave their work without loss of pay for Union/Company business as provided in the Grievance Procedure. An employee off duty will not be paid for time spent on Union-Company business.
- 5.10** Any of the time limits specified in this Article may be extended by mutual agreement between the Company and the Union.

**ARTICLE 6
ARBITRATION**

- 6.01** The Company and the Union agree that any dispute or grievance regarding the interpretation, application or alleged violation of this Agreement which has been carried through the steps of the Grievance Procedure outlined in Article 5 and which has not been settled, may be referred to a Board of Arbitration at the written request of either of the parties hereto, provided such request is made within thirty (30) working days, excluding Saturdays, Sundays and Statutory Holidays, after a decision has been rendered at the completion of Step No 2 of the Grievance Procedure

ARTICLE 6 - continued

- 6.02** The Board of Arbitration will be composed of one person appointed by the Company, one person appointed by the Union and a third person to act as Chairperson chosen by the other two members of the Board.
- 6.03** Within seven (7) days of the request by either party for a Board of Arbitration, each party shall notify the other in writing of the name of its appointee.
- 6.04** Should the two appointees fail to agree on a third person to act as Chairperson within seven (7) days of notification of the second appointee in Article 6.03 above, the Minister of Labour for the Province of Ontario shall be asked to name a third person to act as Chairperson.
- 6.05** The Company and the Union will share equally the expenses, if any, of the Chairperson, but each will bear the expenses of its own appointee.
- 6.06** (a) The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions nor to give any decision inconsistent with the terms and provisions of this Agreement.
- (b) The Board of Arbitration shall have the authority to set aside or modify any suspension, discharge or other disciplinary measure.
- 6.07** The decisions of a Board of Arbitration constituted in the above manner shall be final and binding on both the Company and the Union.
- 6.08** Any of the time limits specified in this Article may be extended by mutual agreement in writing between the Company and the Union or their respective appointees.

ARTICLE 7
SENIORITY

NOTE: The *parties* agree that *Article 7* will require *further* revision to reflect *the* flexible wage workforce concept as expressed in Letter of Understanding #30.

- 7.01** (a) Newly-Hired Employees - Newly-hired employees will be classified as probationary employees until they have worked a ~~total~~ of fifteen (15) working weeks and shall have no seniority rights during that period. At the end of the probationary period they will become permanent employees and their seniority dated back to their hiring date, The Union may represent such Probationary employees in matters concerning wages, hours and working conditions. The Company may lay off, transfer or discharge such probationary employees and such action will not be subject to the Grievance Procedure.
- (b) In the event of identical hiring dates, employees who are hired after January 1, 1966 will have their position on the seniority list established by the Company on completion of the probationary period.
- 7.02** Temporary Employees - Employees who are hired for temporary work will be classified as temporary for a maximum of six (6) months during which time they will not be eligible for promotion or transfer under the provisions of 7.06 and will not accumulate seniority. Temporary employees will be classified as permanent if their employment extends beyond six (6) months and their seniority will be dated back to their hiring date.
- 7.03** (a) Accumulation of Seniority - The Company recognizes plant seniority which accumulates from the starting date of the most recent term of continuous employment, regardless of whether all such service is in one department or another. Two (2) departments are recognized:

ARTICLE 7 -continued

- (i) **Processing Department** - (Includes Epoxy Resins, Latex, Propylene Oxide Derivatives, Waste Management Operations, Hydrocarbon Storage & Distribution, Environmental Operations Group, Styrene, Research and Development Laboratories, High Density Polyethylene, Low Density Polyethylene, Polystyrene, Energy Systems, Production Services, etc.)
 - (ii) **Maintenance Department** - (Includes Electricians, Instrument Mechanics, Millwrights, Pipefitters, Welders, Hoisting Group, etc.)
- (b) For the purpose of the application of provisions in Article 7 only, plant seniority will accumulate when an employee is absent from work:
- (i) with leave, or due to sickness or accident as provided in Article 11.
 - (ii) during a layoff on the basis of one month for each month of seniority with the Company, prior to layoff, up to a maximum of twenty-four (24) months
- (c) Employees who are transferred to a position outside of the bargaining unit may return or be returned to the bargaining unit within a six (6) month period and revert to their former job with full seniority credits.

When employees return to the bargaining unit after a six (6) month period they will revert to the Utility Group with Plant seniority credits for time spent in the bargaining unit. The Company and Union agree to consider requests from former bargaining unit employees to return to the bargaining unit. Transfers back to the bargaining unit will be by mutual agreement between the Company and the Union

ARTICLE 7 -continued

Establishes that the Company and the Union will mutually determine if former bargaining *unit* employees *who* have been outside *the* bargaining unit more than six (6) months would *transfer to the bargaining unit during*

- (a)* downsizing
- (b)* normal times

During times of downsizing transfers may not be supported but during normal times transfers will be considered

7.04 Loss of Seniority. Employees shall lose their seniority if

- (a) The employee voluntarily quits **As** a special case an employee shall be considered to have quit voluntarily if the employee is absent for three (3) consecutive working days without, during such period, notifying the employee's immediate supervisor or superintendent as to the reason for the employee's absence, or if upon giving such notice the employee does not have an acceptable reason for the absence

As a special case, an employee on layoff shall be considered to have quit voluntarily if the employee fails to report for work within five (5) consecutive working days after the postal registration date on the employee's notification to report for work, and during such period fails to notify the Human Resources department of the Company as to the reason for the employee's absence or if upon giving such notice, the employee does not have an acceptable reason for the absence

- (b) The employee is discharged for just cause and not reinstated

ARTICLE 7 - continued

- (c) The employee has been laid off for a period in excess of the applicable period in Article 7.03 (c) (ii).

7.05 Seniority List

- (a) The Company agrees to furnish an up-to-date seniority list to the Union Secretary immediately following January 1st and July 1st of each year. The Company shall post a seniority list in the work place of each department, unit or group. The Company also agrees to furnish a list of bargaining unit employees who are hired, released or transferred each month.
- (b) Union Committee persons and stewards shall head the seniority list during their term of office. Such seniority shall apply only with respect to layoffs.

7.06 Promotion and Transfer

- (a) For the purpose of clarity (Employees working 12-hour continuous shifts refer also to Appendix "D").
 - (i) A promotion is defined as a transfer to a job with a higher end wage classification or where the end wage classification is equal, a transfer from a three-shift job to a two-shift job and from any shift job to steady day work. A demotion is the reciprocal of a promotion. This provision does not apply to job assignments that may occur within the Utility or Product Shipping Groups at the same job classification.
 - (ii) A transfer is defined as a move from one unit or group to another unit or group within the same department, a move from one department to another department or a move from any department to the Utility Group.

ARTICLE 7 - continued

- (b) The selection of employees for promotion or transfer to fill a vacancy shall be made in accordance with the procedures as outlined in the following provisions of this Article and shall be based on seniority, provided that the employee's training, experience, reliability and ability are sufficient to fulfill the job requirements satisfactorily. The Company and Union agree that safety is a prime consideration in the performance of an employee's duties in the plant.
- (c) If in the opinion of the Company an employee seeking a promotion does not meet the requirements outlined above, the Company may consider and select from among the eligible employees the one best able to fulfill the duties of the job involved. If an employee in line for promotion by reason of seniority is to be bypassed, the Company shall notify the employee in writing of their intention and reason. In the event a bypassed employee files a grievance in accordance with the grievance procedure of this Agreement, the employee selected shall temporarily assume the job until the matter is resolved.
- (d) An employee who refuses to do relief work when requested by supervision will forfeit the right to promotion until that employee does relief work on a regular basis. If it is necessary to rearrange the schedule of any such employee, no premium or overtime will be paid to such employee.
- (e) When a vacancy occurs in other than a bottom job of a unit or group, the Company will consider eligible employees in that unit or group by seniority beginning with employees in the next lower position in the progression of that unit or group. Absent employees will be considered. To be eligible to fill the

vacancy, an employee must have the required qualifications for the job as outlined in 7.06 (b) above. If there are no qualified employees within the unit or group, the vacancy will be posted as outlined in 7.06 (f) below.

- (f) If a vacancy occurs in a job which is designated as the entry job of a unit or group, or is otherwise designated to be posted, a notice of vacancy will be posted for nine (9) calendar days on selected bulletin boards in the plant.

All declared vacancies for day jobs will be posted.

Eligible employees who apply in writing within the time limits specified on the notice of vacancy will be considered in the order of their seniority provided they have the required qualifications specified on the notice of vacancy and as outlined in 7.06 b). In the event there are no eligible employees in the plant or qualified employees on layoff to fill a vacancy, the Company will be free to hire qualified outside personnel.

Applicants will have two (2) additional days after the nine (9) day posting period to withdraw their application before a selection is made; however, if any employee is on vacation during this period, the employee will have three (3) days upon return to work to withdraw the application. To be successful the applicant must be medically fit to perform the work when notified. The successful candidate's name will be posted on the bulletin boards. If prior to the applicant transferring to the new job a further vacancy occurs, the applicant may apply provided:

- (i) the further vacancy is at a higher end classification than the vacancy first applied for, a higher position in the employee's present unit or group or a transfer from shift work to day work and,

ARTICLE 7 -continued

- (ii) the employee would have been eligible to apply directly from the employee's old job.

Employees who wish to be considered for a permanent job vacancy that may be posted while they are absent should notify the Labour Relations office in writing prior to their absence. If an absent employee is the successful applicant, the posting of the employee's name will constitute notification.

- (g) (See L.O.U. "Guideline for Temporary Job Vacancies")

Any bottom job of a unit or group which was initially considered as being of a temporary nature that extends beyond six (6) months will become permanent and will be posted in accordance with 7.06(f). During the six (6) months the employee may be intermittently returned to the Utility Group as the job requires with an appropriate rate reduction. Employees on permanent jobs who wish to be considered for temporary jobs will notify Labour Relations in writing. The selection of employees to fill a temporary vacancy shall be in accordance with Article 7.06(b).

Employees on temporary jobs discontinued within six (6) months will be transferred to the Utility Group. While an employee is in a temporary job, the employee will be eligible to apply for a posted permanent vacancy.

When an employee moves up temporarily to a higher classification within a unit or group for an indeterminate period of time, the employee will assume that classification for the temporary period then revert to the employee's former classification.

ARTICLE 7 - continued

- (h) Except in the case of permanent jobs in new units or groups, or new jobs in existing units of the Process department, before an employee can be considered for a transfer under 7.06 (f) to a job in a different unit or group, a promotion or a voluntary demotion to the lowest classification in the unit or group must be involved.
- (i) To avoid excessive movement back and forth between units or groups, the number of transfers in a series of moves resulting from an original posted vacancy shall be limited to three (3), including the first move. The third move if posted, will be filled from the Utility Group.

An exception for the third move will be made in the case of a shift employee wishing to transfer to a two-shift or a day job.
- (j) The Utility Group is considered to be the entry point into the plant and from which vacancies in the units or groups will be filled in accordance with the provisions of 7.06 above. Employees in this group will accumulate plant seniority. Vacancies in this group will not be posted and employees who wish to be considered should give notice in writing to the Labour Relations Office.
- (k) An employee who is the successful applicant under 7.06 (f) shall immediately become part of the new unit or group the employee posted to and be eligible for all promotions that may arise. Promotions in the new unit or group will be filled temporarily by someone else until the applicant successfully completes the probationary period and is trained to take over the job. The applicant will receive the rate for the posted job or have maintenance of old rate, whichever is higher, until the transfer actually takes place.

ARTICLE 7 - continued

- (l) When an employee transfers into another job the employee will be probationary in that job for fifteen (15) working weeks except a transfer to crew leader and chief operator will be twenty-six (26) working weeks, during which time the employee will receive the job rate and will be liable to demotion.
- (m) A chief operator may voluntarily demote within the chief operator's unit if agreed to by the individual, the individual's supervision and where necessary, the operating technician eligible to replace the employee.

7.07 New Departments and New Units or Groups

- (a) **New Departments** - If a new department is started up, the Company shall have the right to transfer to the key jobs therein, employees from other departments who are capable of doing the work. Key jobs will be those of the highest classification, and the Company and Union will discuss in advance any other jobs to be considered key jobs. The Company agrees to provide the Union with a list of such employees before the transfers are made. Such employees may be transferred back to their old department within two years. Before the Company will fill jobs from outside they will carefully review the employees on the payroll or on layoff at that time.
- (b) **New Units or Groups** - If a new unit or group is started up, the Company shall have the right to transfer to the key jobs therein, employees from other units or groups who are capable of doing the work. Key jobs will be those of the highest classification, and the Company and Union will discuss in advance any other jobs to be considered key jobs. The Company agrees to provide the Union

with a list of such employees before the transfers are made. Such employees may be transferred back to their old unit or group within two years.

Before the Company will fill jobs from outside they will carefully review the employees on the payroll or on layoff at that time.

7.08 Adjustment of Work Force

- (a) Should it become necessary to reduce the work force by the elimination of any or all jobs in a unit or group, the employees in the jobs being eliminated will be moved out by seniority provided the employees retained can do the remaining work and it does not necessitate a promotion in order to balance a crew.
- (b) The employees involved will be moved to the Utility Group with maintenance of pay for their classification for a maximum of twelve (12) months. During this twelve (12) month period, job vacancies in the department of the employees concerned will be filled on a classification and seniority basis, in accordance with Appendix "B" of this Agreement. If at the end of twelve (12) months there has been insufficient vacancies to place all employees, the employees remaining may exercise their seniority to bump into units or groups containing the employee with the least seniority at the classification concerned, provided their own seniority is greater. Chief operators who are bumped will revert to Operations Technician classification and bump the most junior operator within the unit. Employees bumped out of a unit or group will revert to the Utility Group. This provision will also apply if an employee on maintained rate is subject to layoff during this twelve (12) month period.

ARTICLE 7 - continued

- (c) Employees on maintained rate will enter a unit or group at the bottom classification and progress to their original classification as training, experience and seniority permit. Wage rates will be maintained during this period as set forth in Appendix "B" of this Agreement, plus any remaining time of the twelve (12) months provided in (b) above.
- (d) When a unit or group is reduced, then subsequently increased or a vacancy occurs, employees from that unit or group who are in the Utility Group will be returned in order of seniority. If there are none of these employees in the Utility Group, the jobs will be filled by a posted notice of vacancy.
- (e) When an employee is notified of being bumped out of the employee's unit or group as a result of the application of this Article, the restrictions set out in Article 7.06 (h) will be waived for any posted "Notice of Vacancy" the employee applies for, and is successful on prior to the date of reporting to the job to which the employee is bumped. An employee so transferred under this provision will not have recall rights to the employee's old job.
- (f) Employees who are transferred as a result of a reduction in the work force to a job at which they had no previous experience will be probationary in such job for a period of two (2) months.

7.09 Temporary Reduction of Working Requirements

From time to time for various reasons, a unit or group may have a temporary reduction of work requirements or may be temporarily shut down, either partially or totally. In such cases, for periods up to three (3) months, employees whose normal jobs have been curtailed may be assigned other work they are capable of doing. If more

time is required, the Union Executive will be notified. Employees so affected will have the base rate of their classifications maintained until their normal duties are resumed. Temporary work assignments will be made, keeping in mind the safety and health of the employee involved. If there are insufficient temporary work assignments, the surplus employees in the unit or group involved will be cut back in accordance with Article 7.08 beginning with the employee having the least seniority. If the temporary curtailment is to be for a period greater than three (3) months, the provisions of Article 7.08, Adjustment of Working Force, will apply. Nothing in this provision alters the Company's right to reduce the work force or shut down a unit for an indefinite period of time, in which case the employees affected will be subject to the provisions of Article 7.08, Adjustment of Working Force.

7.10 Lay-Off and Recall

- (a) Should it become necessary to lay off employees from the plant due to lack of work, the employees with the least plant seniority will be the first laid off, provided the employees retained are capable of doing the work and provided also that such layoffs do not necessitate promotion in order to balance the crew. The Company agrees to notify the Union whenever a job is being discontinued.
- (b) The last employee laid off will be the first recalled provided the employee is qualified to do the work and has retained seniority.
- (c) To protect one's seniority, it is the employee's responsibility to keep the Human Resources department of the Company informed by registered mail of changes of the employee's proper home address to reports to the Human Resources department of the Company in person and to receive a receipt.

ARTICLE 7 - continued

7.11 Medical Disability - If employees incur a medical disability which prevents them from performing their regular work, but which does not render them incapable of carrying out other duties within the bargaining unit, the Company will make every effort to place such employees in a job, which in the Company-Union Medical Committee's opinion is suitable to their capabilities, without a posted "Notice of Vacancy".

7.12 When an employee who has not been working due to a compensable injury or occupational disease within the Ontario Workers' Compensation Act, which occurred while working for the Company, is able to return to some work, such employee will be temporarily placed in any department regardless of seniority. If necessary, the case will be reviewed periodically by the Company-Union Medical Committee.

The wording is revised to reflect current practice and to conform to WCB requirements.

7.13 The Union agrees that the Company shall have the right to hire students on a temporary basis. The students will work out of the Utility Group to do utility type work only. These students will not be allowed to retain jobs past their normal vacation period. Their normal vacation period will be deemed to be May 1st to September 30th each year, unless altered by mutual consent of the Company and the Union.

The "normal vacation" period of students is defined as well as a method for altering it.

ARTICLE 8
WAGES, HOURS AND OVERTIME

- 8.01** (a) During the term of this Agreement the Company and the Union agree that all payments of wages will be made in accordance with the scale of wage rates as set forth in Appendix "A".
- (b) New jobs shall be classified by the Company, provided however, that the classification for the new job shall be determined on the basis of a fair and equitable relationship to the existing job classification structure, having regard to the skill, duties, responsibilities, effort, working conditions and the essential qualification requirements of the job and shall be subject to review through the grievance procedure including arbitration.
- (c) The Company and the Union agree that wage employees will be paid on an annualized bi-weekly basis. The bi-weekly rate is calculated by taking the employee's hourly rate including premiums, multiplying the rate by 1942 hours and dividing it by 26 pay periods.

Hourly rate (including premiums) X 1942 / 26 pay periods.

The following guidelines will apply:

1. The bi-weekly pay system will apply to all wage employees.
2. The bi-weekly pay system will be based on the employee's annual base rate, including premiums
3. All employees will be paid on a 74.7 hour bi-weekly basis. All premiums will be converted to a bi-weekly amount.

4. Employee's time will be accounted for by use of an exception report. The exception reports are subject to supervisory approval. Hours not worked and not accounted for, will be deducted from the employee's pay.
5. Adjustments to balance differences created by WS&A claims, will be made at least quarterly
6. Effective dates for annual, contractual wage increases will coincide with the beginning of a pay period.

implementation:

The bi-weekly pay system will be effective the pay period beginning December 26, 1994.

Simplifies and improves the efficiency of the pay administration process, while reducing variations in the employee's base pay, from pay period to pay period.

8.02 Work Schedule for Employees

- (a) General - The work day shall be from 8:00 a.m. to 8:00 a.m. the following day. The work week shall be from 8:00 a.m. Monday to 8:00 a.m. the following Monday. For shift workers the time 8:00 a.m. is replaced by 7:30 a.m.
- (b) Schedule for **Bay** Workers - This group normally will work an eight-hour day from 8:00 a.m. to 4:30 p.m. with half-an-hour off for lunch. Days off shall be Saturday, Sunday, and one Friday in each three week cycle. except that for day workers scheduled

to work other than Monday to Friday, the third day off every third week will be consecutive with their two regular days off. Those regularly scheduled to work on Statutory Holidays will work 8:00 a.m. to 4:00 p.m. with a twenty (20) minute paid lunch period.

- (c) Schedule for **Shift Workers** - (Employees working **12-hour** continuous *shifts* refer also to Appendix "D"). This group normally will work an eight-hour day. Days off shall be the two or three consecutive, regularly-scheduled twenty-four hour periods to which each employee is entitled and shall be per the shift schedule. Shift schedules will be posted prominently in the plants, and shift employees will report to work as follows:
 - (i) Shift employees on a two-shift schedule will report at 8:00 a.m. and 4:00 p.m.
 - (ii) Shift employees on a three-shift schedule will report at 7:30 a.m., 3:30 p.m. and 11:30 p.m. and may punch out up to 15 minutes early when properly relieved by the incoming shift.
- (d) The Company will inform the Union of any exceptions to the above-stated hours before they are implemented.
- (e) Employees will be at their place of work and ready to begin work at the commencement of their work period. They will remain at their work until the end of their work period.
- (f) All employees will work rotating shifts should the need for round-the-clock coverage increase in the future.

- (g) Except in an emergency no employee shall work more than sixteen (16) hours in a twenty-four (24) hour period.

8.03 Overtime, General

- (a) Each employee is expected to work overtime as may be requested by the Company provided this request does not violate the Employment Standards Act of Ontario. Overtime lists shall be prominently posted on a bulletin board and shall be revised every two weeks.
- (b) Overtime in the Process department (Employees working 12-hour continuous shifts refer also to Appendix "D") will be offered as equitably as possible amongst the employees with the same job classification in the unit or group who are able and qualified to do the work. Overtime for continuous operations will normally be covered by working 12-hour shifts; work on days off may be scheduled at the discretion of supervision to correct inequities in overtime distribution.
- (c) The assignment of overtime to Maintenance employees will be based on the following priorities and sources of personnel: (Assignment of Maintenance overtime shall be as per the chart in Appendix "C").
 - (1) **On the Job**; i.e., person(s) currently doing the task.
 - (2) **In the Unit**; i.e., other persons, lowest in overtime (where practical), who have reported their presence to the Unit Supervisor in charge of maintenance and are present when the overtime arrangements are being made.

ARTICLE 8 - continued

- (3) **For Call-Out** (also refer to flowchart in Appendix 'C'):
- a) Are Unit personnel required? If required, Unit personnel may be called before going to the Site Overtime Availability List.
 - b) Site Overtime Availability List; i.e., person lowest in overtime who has signed the *list*.
- (4) **Shutdown** Availability List; i.e., when a shutdown requires more than the regular complement of Unit personnel, others assigned to shutdowns with planned overtime will include those who sign the shutdown availability list.

- Notes:
- (i) When prior knowledge is required for priority (3) above, persons known to be familiar and experienced with the work in question will be called first.
 - (ii) The following areas will be considered as Units for purposes of jobs/work assigned to them: EOG, Technical Services, Energy Systems, Epoxy Resins, H.D.P.E., Hydrocarbon Wells, Latex, L.D.P.E., P.O.D., Polystyrene, Styrene.
 - (iii) When using the overtime availability list, the Company will make every effort to contact all employees that have signed the overtime availability list prior to going to other sources.

ARTICLE 8 - continued

This establishes that when required, Unit personnel may be called prior to going to the Site Overtime Availability List.

The Contract language for overtime in the Maintenance Department has been converted to a simpler format complete with charts (see Appendix "C") to assist users with the allocation of overtime for Maintenance work. This is not a change to the Collective Agreement.

- (d) Emergency and Overtime Transportation - The Company will provide transportation from the plant only to those employees who are asked to work overtime beyond their normal quitting time after they have reported to work that day.
- (e) **Overtime Meals** - The Company will furnish a meal to employees who are requested to work past their regular quitting time at each regular meal hour which they are working. The regular meal hours are 8:00 a.m., 12:00 noon, 6:00 p.m., 10:00 p.m., and 1 :30 a.m. The above meal hours may be altered by mutual agreement to suit the needs of a shutdown or turnaround Overtime work force.

Employees called in on less than four (4) hours notice shall be provided with meals at each regular meal time while working. Employees called in on more than four (4) hours notice will be furnished with a meal after eight (8) hours work, at the first regular meal hour nearest the completion of eight (8) hours work, and each regular meal hour thereafter. The Company will not furnish meals when overtime work is scheduled sufficiently in advance for employees to bring their lunch. Employees held over from the midnight shift for periods expected to exceed one (1) hour, will be provided with breakfast as near 8:00 a.m. as possible

ARTICLE 8 - continued

Day workers on overtime will be given a one-half hour period without pay during the 8:00 a.m. to 4:30 p.m. period to eat their meal. All other meals will be eaten in a 20-minute period on Company time.

When 12-hour shifts are requested by the Company and worked by the employee the Company shall provide the employees working such a shift with one overtime meal during the shift at a regular meal hour.

8.04 Payment of Overtime

- (a) Double time will be paid for:
 - (i) all hours worked in excess of eight (8) hours per day on a regularly-scheduled work day,
 - (ii) all hours worked on an employee's scheduled two or three consecutive regularly-scheduled days off
 - (iii) hours worked continuous with and after working sixteen (16) hours in one work day.
- (b) A day worker who is requested and does work overtime during all or part of the midnight shift (12:00 midnight to 8:00 a.m.) and by so doing misses part or all of that worker's next regular day, will be paid at applicable rates for any hours worked after 4:30 p.m. on the following day.
- (c) All approved overtime work continuous with and after regular working hours and not caused by lateness of an employee, or as a result of safety meetings, will be paid no less than one (1) hour's pay at straight-time if less than twenty-four (24) hours notice is given.

ARTICLE 8 - continued

- (c) All approved overtime work continuous with and after regular working hours and not caused by lateness of an employee, or as a result of safety meetings, will be paid no less than one (1) hour? Day at straight-time if less than twenty-four (24) hours notice is given

8.05 Minimum Pay for Call-Ins

- (a) When employees are called in for work outside of their regularly-scheduled hours of work, they shall receive a minimum of four (4) hours pay at their regular rate. This does not apply when the work is continuous with regular time or when the broken workperiod is caused by leaving the Company area for meals
- (b) Employees who are called in after 6:00 a.m. without twelve (12) hours notice and work continuously through their regular day or day shifts, will be paid a minimum of four (4) hours pay at their regular rate for time worked between 6:00 a.m. and 8:00 a.m.

8.06 Change of Work Schedule

The provisions of this Article do not apply to relief employees as defined in Article 8.07 of this Agreement

- (a) The provisions of (b), (c) and (d) below shall apply only when an employee's work schedule is changed by the Company but shall not apply if a change is made at the request of an employee, as a result of the application of any provision in Article 7, to provide training as a result of a temporary medical placement, or as a result of training or progression. The provision of (e) below will apply for any change of work schedule.

ARTICLE 8 -continued

- (b) **Double-time** will be paid for the first eight (8) hours worked on a new work schedule to which an employee is transferred. (Employees working 12-hour continuous shifts refer also to Appendix "D").
- (c) A new work schedule is one where the starting time has been altered by more than one (1) hour from that of the original work schedule, or a change of regular days off, but does not include the regular rotation of days off, changes which are a regular part of 37 1/3 hour relief schedules or the 12-hour shifts worked in continuous operations (24 hours) of the Process department for overtime coverage. Following the change of workschedule the employee's days off will **become** those shown on the new work schedule.
- (d) When a change of schedule coincides with a Statutory Holiday, the premium rate for the change of schedule will be paid on the next scheduled working day.
- (e) If a change of work schedule results in employees working more regularly-scheduled hours in a work week than they would have on their old schedule, the excess hours worked will be paid at the applicable overtime rate.

8.07 Overtime **and** Premiums for Relief Employees - (Employees working 12-hour continuous shifts refer also to Appendix "D").

- (a) A relief employee is one who is designated to provide coverage for vacations, training or sickness in a unit or group.
- (b) If a relief employee works more than ten (10) days in a fourteen (14) day pay period, the days worked in excess of ten (10) will be paid at double-time rates. In addition, days worked in excess of seventy (70) straight-time days in a fifteen (15) week cycle will be paid at applicable overtime rates.

ARTICLE 8 - continued

- (c) Relief work schedules should be arranged so that a relief employee will not work more than ten (10) consecutive days without a day off. In the event that a relief employee does work more than (10) consecutive days, each consecutive day in excess of ten (10) will be paid for at double-time rates until the employee has a day off. Days worked immediately prior to or leaving relief work or as the result of the normal rotation of days off will not count as consecutive days except that if they result in the relief employee working more than ten (10) days in a pay period the provision in (b) will apply.
- (d) A change of work schedule premium of double-time will be paid for the first eight (8) hours worked on a new schedule to which the relief employee has been transferred with less than twenty-eight (28) days' notice.
- (e) When a change of schedule coincides with a Statutory Holiday, the premium rate for the change of schedule if applicable as set out in 8.07 (d) above, will be paid on the next scheduled working day.
- (f) Any days for which overtime has been paid under this section will be considered as days not worked when computing time for subsequent overtime or premium pay. Statutory Holidays worked and vacation days will be considered as days worked for purposes of this Article.

8.08 Application of Overtime or Premium Pay - Whenever it is possible to apply more than one overtime rate or premium, only the higher rate will apply. When employees trade shifts or days off by personal agreement approved by supervision, no additional overtime or premium rates will apply.

8.09 **Shift Differential** - (Employees working 12-hour continuous shifts refer also to Appendix "D")

ARTICLE 8 -continued

- (a) Shift workers will be paid eighty-seven (\$.87) cents per hour shift bonus for work performed on the afternoon shift and one dollar and fifty-four (\$1.54) cents per hour shift bonus for work performed on the midnight shift. For the purpose of applying shift differentials, shift workers will be defined as hourly-paid employees working on a regularly-scheduled rotating shift basis. Effective January 23, 1995, the above shift differentials will become eighty-eight (\$.88) cents and one dollar and fifty-six (\$1.56) cents respectively. Effective February 5, 1996, the above shift differentials will become ninety (\$.90) cents and one dollar and fifty-nine (\$1.59) cents respectively.
- (b) It should be noted that differentials are established to compensate shift workers for the inconvenience of working shifts as defined above and do not apply to employees whose normal schedule calls for working the same hours each day.
- (c) Shift differentials will not be included in computing overtime pay and pay for holidays not worked, etc.

8.10 Mutual Trading of Work Hours - (Employees working 12-hour continuous shifts refer also to Appendix "D").

Two employees within the same classification desiring to trade working hours must request the same in writing on the customary Company form and obtain approval from their supervisor in advance. Each employee will be paid on the basis of actual time on the job. No overtime pay will be allowed in such cases

8.11 Compensable Injury Pay

- (a) This section only applies to employees absent from work as a result of injury or illness incurred in the course of their Dow duties.

ARTICLE 8 -continued

- (b) Such employees will be eligible for continuation of annualized bi-weekly pay, contingent upon the assignment to the Company, by the employees, of their Workers' Compensation Board of Ontario loss of pay benefit as follows:
- (i) For a maximum of twenty-six (26) weeks from the date of the accident or illness, the employees' pay will be equal to the annualized bi-weekly pay for their scheduled straight-time hours,
 - (ii) For a further period of twenty-six (26) weeks the employees' pay will be equal to 90% of the annualized bi-weekly pay for their scheduled straight-time hours.

Simplifies and improves the efficiency of the compensable injury administration process and to provide uninterrupted pay to the employee.

**ARTICLE 9
STATUTORY HOLIDAYS**

9.01 General - Days designated as Statutory Holidays are as follows:

New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving, Remembrance Day, Christmas Day, and two additional Statutory Holidays to be determined by the parties in September of each year for the following year

For the purpose of time off and payment, the designated holidays will be observed on the traditional calendar date

ARTICLE 9 -continued

or date decreed by statute, except that day employees with Saturday, Sunday and one Friday off in each three (3) weekcycle. will be given any designated holiday that falls on any one of such days, on the Monday immediately following or on the Friday immediately preceding the traditional calendar date for the holiday, as applicable. In instances where the Friday is already a day off, that day off will be observed on the Monday immediately following.

9.02 Payment **When** Worked

- (a) Day workers will be called in on an observed Statutory Holiday for emergency jobs only. Shift workers and scheduled day workers when required, will follow their regular schedules without regard to observed Statutory Holidays.
- (b) An employee will be paid eight (8) hours Statutory Holiday pay for the employee's normal hours of work on an observed Statutory Holiday. For purposes of definition, normal hours of work on an observed Statutory Holiday will be defined as follows:
 - (i) Where the observed Statutory Holiday coincides with a regular day off, normal hours of work will be those of the regular work period immediately preceding the observed statutory Holiday.
 - (ii) Where the observed Statutory Holiday is not a regular day off, normal hours of work will be the hours scheduled to be worked if there had been no observed Statutory Holiday.
- (c) An employee required to work part or all of the employee's normal hours of work on an observed Statutory Holiday will be paid double-time for the hours actually worked.

ARTICLE 9 -continued

- (d) Employees required to work outside of their normal hours of work on an observed Statutory Holiday will be paid double-time-and-one-half for the hours actually worked.

9.03 Payment If Not Worked

- (a) Day Workers:
 - (i) When an observed Statutory Holiday falls on a regular work day during an employee's continuous vacation, the employee will receive vacation time with pay, plus one additional day with pay.
 - (ii) Day workers will be paid single-time for their regular work hours on observed Statutory Holidays should they not be required to work with the following exceptions:
 - (1) Statutory Holiday pay will not be paid to employees unless they have worked their scheduled day previous and their scheduled day following the observed statutory Holiday.
 - (2) Statutory Holiday pay will not apply to employees on leave of absence for personal reasons or sickness: except when an employee on an approved leave of absence for legitimate sickness, who is drawing W.S. & A. benefits, is medically cleared to return to work prior to a Statutory Holiday, the employee will be eligible for Statutory Holiday pay.

ARTICLE 9 - continued

- (3) Statutory Holiday pay will not be paid to employees who are scheduled to work on the observed Statutory Holiday and do not report to work without adequate reasons.
- (b) Shift Workers: (Employees working 12-hour continuous shifts refer also to Appendix "D").
 - (i) When an observed Statutory Holiday falls on a scheduled workday during an employee's continuous vacation, the employee will receive vacation time and pay, plus one (1) additional day's pay. Additional time cannot be granted in this case due to the impracticability of shift schedules.
 - (ii) Shift workers will be paid for Statutory Holidays which fall on their day off with the following exceptions:
 - (1) Statutory Holiday pay will not be paid to employees unless they have worked their scheduled day previous and their scheduled day following the observed Statutory Holiday.
 - (2) Statutory Holiday pay will not apply to employees on leave of absence for personal reasons or sickness; except when an employee on an approved leave of absence for legitimate sickness, who is drawing W.S. & A. benefits, is medically cleared to return to work prior to a Statutory Holiday, the employee will be eligible for Statutory Holiday pay.

ARTICLE 9 -continued

- (3) Statutory Holiday pay will not be paid to employees who are scheduled to work on the observed Statutory Holiday and do not report to work without adequate reasons

9.04 Banking of Statutory Holidays - Shift workers may request five (5) days off without pay in consideration of working on Statutory Holidays that fell during their regular work schedule

Such requests are to be made prior to the commencement of the calendar year and will be scheduled at a mutually agreeable time when relief is available. Scheduling of these days will not interfere with normal vacation scheduling

**ARTICLE 10
VACATIONS WITH PAY**

10.01 The vacation qualifying period shall be the twelve (12) month period from January 1 to December 31 of the previous year

10.02 The length of continuous employment on December 31st of each year will be used to determine vacation entitlement for the following calendar year as follows

- (a) An employee who has been continuously employed for less than twelve (12) months as of December 31st shall be entitled to a prorated vacation to maximum of eighty (80) hours in the following calendar year (1/12th of 80 hours for each month of employment) (Employees working 12-hour continuous shifts refer also to Appendix "D")

ARTICLE IO -continued

- (b) An employee who has been continuously employed for one (1) or more but less than two (2) years as of December 31st shall be entitled to eighty (80) hours vacation in the following calendar year.
- (c) An employee who has been continuously employed for two (2) or more but less than nine (9) years as of December 31st shall be entitled to one hundred and twenty (120) hours of vacation in the following calendar year.
- (d) An employee who has been continuously employed for nine (9) or more but less than eighteen (18) years as of December 31st shall be entitled to one hundred and sixty (160) hours of vacation in the following calendar year.
- (e) An employee who has been continuously employed for eighteen (18) or more but less than twenty-four (24) years as of December 31st shall be entitled to two hundred (200) hours of vacation in the following calendar year.

The language has been *modified* so that employees can take five (5) weeks of vacation during *rather* than *after* their nineteenth year ~~of~~ employment.

- (f) An employee who has been continuously employed for twenty-four (24) or more but less than twenty-nine (29) years as of December 31st shall **be** entitled to two hundred and forty (240) hours of vacation in the following calendar year.
- (g) An employee who has been continuously employed for twenty-nine (29) or more years as of December 31st shall be entitled to two hundred and eighty (280) hours of vacation in the following calendar year.

ARTICLE 10 - continued

- 10.03** (a) Vacation pay shall be computed so that employees will receive the amount of money they would normally earn on their regular straight-time work schedule, including shift differential if applicable, had they not taken their vacation. Adjustments in pay will be made, where necessary, to comply with government legislation, in which case the qualifying period will be used for pay calculations.
- (b) Vacation pay may be drawn in advance if the request is made to Payroll one week before the start of the vacation.
- 10.04** When an employee leaves the service of the Company the employee will be paid for any unused vacation credits from the previous calendar year plus pay for vacation earned from January 1st to date of termination in the current year, calculated according to the employee's entitlement.
- 10.05** Employees must arrange for their vacations well in advance and at such time as will not interfere with the efficient operation of the departments concerned. Vacation time off will normally be the four (4) or five (5) day group or groups of regularly scheduled working shifts plus the regular days off both prior to and following. (Employees working 12-hour continuous shifts refer also to Appendix "D").
- 10.06** Day workers who schedule their vacation during a four (4) day work-week will be allowed one day(s) extra, with pay. The extra day(s) may be taken at the beginning or the end of an employee's scheduled vacation period, at the discretion of supervision.

ARTICLE 11
LEAVE OF ABSENCE

11.01 Leave of Absence Because of Illness

- (a) The Company will grant leave of absence for illness where such illness is established by reasonable medical evidence. Such leave of absence will not be unreasonably terminated and it is understood by both parties that such leave of absence shall not be for an unlimited period of time. If there is a reason for doubt, the employee, to continue the leave of absence, must agree to submit to a physical examination, by a physician mutually satisfactory to both parties, and at the Company's expense.
- (b) Leave of absence for illness shall not injure an employee's service record and the employee shall continue to accumulate seniority during such leave as long as the employee or the employee's family keeps the immediate supervisor, superintendent or manager informed as to the employee's condition.
- (c) Employees may be required upon their return to satisfy the Company of their ability and physical fitness to carry out the duties of their previous job, before being reinstated.

11.02 Leave of Absence for Reasons Other Than Illness

- (a) An employee with seniority who desires a leave of absence for good and sufficient reasons, must make application in writing to the employee's immediate supervisor with adequate advance notice. If the services of the employee are not immediately required, the application shall be approved by the employee's supervisor and the Labour Relations department who will issue a written leave of ab-

sence to the employee for periods not exceeding one month. An employee with seniority shall accumulate seniority during such periods. Under special circumstances the Company and Union may agree to a further extension of the leave. For leaves of two (2) months or less, under this section, the Company may replace the employee on leave without a posted notice of vacancy.

- (b) An employee selected for office in the Union shall, at the employee's request, receive a written leave of absence without pay for a period of up to one (1) year when a suitable replacement is trained. A further extension not to exceed one (1) year may be granted by mutual agreement. An employee with seniority shall accumulate seniority during such leaves of absence.
- (c) A member of the Union shall upon written request of the Union Secretary, at least two (2) weeks in advance, receive a written leave of absence without pay for periods not in excess of two (2) weeks for Union business or any business required of duly selected delegates to affiliates of this Union in carrying out the duties of their elected office. An employee with seniority shall accumulate seniority during such leaves of absence.
- (d) Leave of absence will not be granted to extend an employee's vacation without adequate reasons.

ARTICLE 12 SAFETY AND HEALTH

- 12.01** The Company and the Union agree that safe working conditions should be maintained at all times throughout the plant. The Company agrees to provide all reasonable safety devices necessary for the protection of the

ARTICLE 12 - continued

employees and to design and operate plants with the safety and health of the employees in mind. The Union agrees that collectively and individually its members will cooperate with the Company to enforce safety rules for the purpose of protecting the employees and the property of the Company, and will recognize and abide by the Company's safety code as a condition of employment.

12.02 A Health and Safety Committee with equal representation from the Company and the Union will be maintained for the duration of the Agreement and will function as set forth in a Letter of Understanding.

12.03 A Medical Committee with representation from the Company and the Union will function as set forth in a Letter of Understanding.

**ARTICLE 13
FUNCTION OF MANAGEMENT**

13.01 The Union acknowledges that it is the exclusive function of the Company to manage the plant and direct the working force, in particular:

- (a) To maintain order, discipline and efficiency
- (b) To hire, lay off, classify, transfer, promote, and demote, and to discharge or otherwise discipline for just cause; all these to be subject to the provisions of this Agreement.
- (c) To make appointments to supervisory positions outside the scope of the bargaining unit.

ARTICLE 13 - continued

- (d) To manage the industrial enterprises in which the Company is engaged, determining the products to be manufactured, the methods of manufacturing, the schedules of production, the kinds and location of machines and equipment to be used, the processes of manufacturing and the nature and quality of its products

**ARTICLE 14
MISCELLANEOUS**

- 14.01** **Plant Rules and Regulations** - The "Plant Rules and Regulations" of the Company shall be in full force and effect providing they are not inconsistent with the terms of this Agreement, and the Company shall have the right to amend such rules and regulations and make further rules and regulations providing such amendments or new rules and regulations are not inconsistent with the terms of this Agreement.
- 14.02** **Discipline** - When an employee is to be given discipline that will be recorded on the employee's personnel record, the employee shall be accompanied by the employee's Union unit or group steward unless the employee specifically requests that the steward not be present.
- 14.03** **Bulletin Boards** - The Company agrees to provide a bulletin board in each plant for the purpose of posting Union notices. The Union agrees to secure the approval of the Labour Relations Manager before posting any such notices and to provide the Labour Relations Manager with one copy of each notice **before** posting.
- 14.04** **Dirty Work Pay** - A premium of twenty (20¢) cents per hour will be paid for dirty work when approved by the employee's supervisor. A minimum of four (4) hours' premium will be paid whenever it is applied.

ARTICLE 14 -continued

14.05 Department of Labour Certificates - It is a requirement of certain jobs that a valid Department of Labour Certificate of various types be held by the incumbent. To accommodate this requirement, the Company will:

- (a) Allow reasonable time off with pay for a person to write the required examinations where it is impossible for attendance at the examination to be arranged at a time other than the employee's regular work hours.
- (b) Pay equivalent rail transportation if the Company requests that the employee travel out of town to write the examination.
- (c) Pay annual certificate renewal fees for as long as the employee remains in the department for which the certificate is applicable.

Items (a) and (b) above will apply only to the first writing of the required examinations.

14.06 Bargaining Unit Work - Employees outside the bargaining unit, as defined in Article 2.01, will not do tasks which are normally done by members of the bargaining unit. Experimental work, instructions or requested aid shall comprise the tasks done by such personnel. This provision is not intended to be applied to tasks normally performed by employees outside the bargaining unit.

14.07 Contracting Out - The Company agrees that outside contractors will not perform maintenance work in the plant. This Article will not prevent the Company from Contracting out work involved in new construction, nor work of a magnitude or type not within the capability of the Maintenance department. It is the intention of the Company to continue the normal growth of the Maintenance department.

ARTICLE 14 - continued

14.08 Leave for Jury Duty and Crown Witness - The Company will reimburse an employee called for jury duty, or as a Crown Witness, up to the amount of the difference between the employee's normal straight-time pay and the amount allowed by the Court.

To qualify for the reimbursement, the employee must give adequate advance notice to the employee's supervisor, and obtain forms from the Human Resources department for completion by the Clerk of the Court.

14.09 Funeral Leave - If a death occurs in the immediate family of an employee, the Company will grant up to three (3) working days leave of absence with pay for the purpose of making arrangements for and attending the funeral. Immediate family is considered to be: spouse, mother, father, daughter, son, sister, brother, mother-in-law, father-in-law. In addition, the Company will grant a one (1) day leave of absence with pay for the purpose of attending the funeral of the employee's grandparents, grandchildren, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

If regular days off fall between the time of death and the day of the funeral, the employee will not receive pay for these days and the employee will not receive three (3) days off with pay in addition

Leaves of absence beyond the day of the funeral for unusual circumstances in connection with the bereavement may be requested, and if granted would be with or without pay dependent on whether or not the maximum of three (3) days has all been used

14.10 Letterset Understanding- Ailsigned Letters of Understanding shall remain in force and effect for the duration of this Agreement

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**ARTICLE 15
CONTINUITY OF WORK
DURING LIFE OF AGREEMENT**

15.01 In view of the orderly procedures established by this Agreement for settling of disputes and the handling of grievances, the Union agrees that there will be no strikes, slowdown or stoppage of work either complete or partial and the Company agrees that there will be no lockout.

**ARTICLE 16
DURATION OF AGREEMENT**

16.01 This Agreement shall be effective from February 1st, 1994 and shall remain in force and effect until January 31st, 1997 and from year to year thereafter, unless either party gives notice in writing to the other party not less than sixty (60) days nor more than ninety (90) days prior to the expiry date hereof, to terminate or renew this Agreement or to negotiate a revision thereof.

APPENDIX "A"
Dow Chemical Canada Inc.
Sarnia, Ontario
SCHEDULE OF WAGE RATES

	<u>Jan. 24, 1994</u> (1.5%)	<u>Jan. 23, 1995</u> (1.0%)	<u>Feb. 5, 1996</u> (2.0%)
Maintenance			
IM Team Leader	\$25.20	\$25.45	\$25.96
Technical Specialist	25.20	25.45	25.96
Trade Technician	23.48	23.71	24.18
Process			
Chief Operator	25.28	25.53	26.04
Operations Technician	23.39	23.62	24.09
Operator Level II	21.03	21.24	21.66
Operator Level I	18.47	18.65	19.02
Utility			
Utility A	16.14	16.30	16.63
Utility B	15.49	15.64	15.95
Student Rate	9.30	9.39	9.58
Team Leader Premium	1.08	1.09	1.11
Industrial Mechanic			
Premiums			
IM Level 1	.47	.47	.48
IM (in Maintenance)	1.08	1.09	1.11
IM Technician (in Process)	1.14	1.15	1.17
Shift Differentials			
8-Hour Shifts			
Afternoon Shift	.87	.88	.90
Midnight Shift	1.54	1.56	1.59
12-Hour Shifts			
Day Shift	.59	.60	.61
Night Shift	1.33	1.34	1.37

APPENDIX "B"
MAINTENANCE OF WAGE RATES

Maintenance of Wage Rates

In the event of the application of Article 7.08, Adjustment of Work Force, employees in the following classifications whose jobs are being eliminated shall have their rate of pay maintained:

- (1) for a maximum of nine (9) months

Chief Operator
Operations Technician
IM Team Leader
Trade Technician

- (2) for a maximum of six (6) months

Operator Level II
Operator Level I

NOTE: The above time limits may be extended to allow for the required qualifying time to obtain a Stationary Engineer's Certificate.

Filling of Vacancies

In the event of the application of Article 7.08, Adjustment of Work Force, employees whose jobs have been eliminated shall be placed in other units or groups in accordance with the following procedure:

- (1) When a vacancy occurs in a unit or group at the chief operator level, any chief operator in the maintained group will be offered the position, provided that individual is senior to the employee in the next classification in that unit who would normally progress to the chief operator rate.
- (2) If none of the maintained rate chief operators takes the job, then the next classification down in the unit will be opened to all of the operators in the maintained rate group, on the same basis as above.

APPENDIX "B" - continued

- (3) If none of the maintained rate operators takes the position, then the job will be posted. The most junior employee in the maintained group must take the job if that individual is senior to all other applicants, or **lose** the maintained rate and **revert** to Utility Group status.

When Only **Chief Operators** in Maintained **Rate Group**

All chief operators on maintained rates will be offered chief operator vacancies according to their seniority. They may decline, however if the junior chief operator on the maintained rate has more seniority than the process operator next in line for promotion, the employee must take the job or lose the maintained rate and revert to Utility Group status. If the employee accepts the job, then the provisions of 7.08 (c) shall apply.

When Only Non-Chief **Operators** in Maintained **Rate Group**

All non-chief operators on maintained rates will be offered any non-chiefs vacancies according to their seniority. They may decline, however, if the junior operator on maintained rate has more seniority than all other applicants, the employee must take the job or lose the maintained rate and revert to Utility Group status. If the employee accepts the job, then the provisions of 7.08 (c) shall apply.

APPENDIX "C"

The following charts and notes constitute an agreement on how maintenance overtime work is prioritized

OVERTIME PRIORITIES FOR DAY-TO-DAY MAINTENANCE WORK (BY WORKFORCE)

Categories as per Article 8.03	MBU	MCR	Contractors
Call-out - unplanned and unscheduled	1st	2nd	3rd
Carry-over	Group on the	job retains O/T	work
Scheduled - job in progress	Group on the	job retains O/T	work
Scheduled - new O/T job not yet assigned	1st	2nd	3rd

OVERTIME PRIORITIES FOR SHUTDOWN MAINTENANCE WORK (BY WORKFORCE)

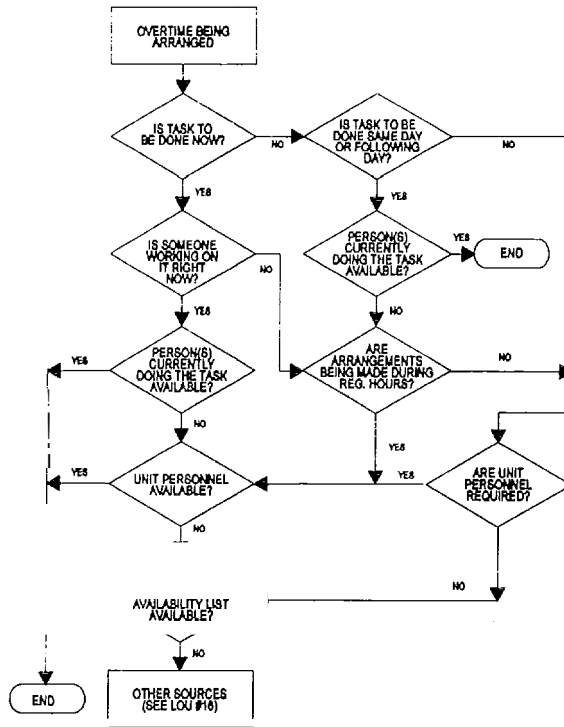
Categories as per Article 8.03	MBU	MCR	Contractors
Call-out unplanned and unscheduled	1st	2nd	3rd
Carry-over	Group on the	job retains O/T	work
Scheduled - job in progress	Group on the	job retains O/T	work
Scheduled - new O/T job not yet assigned	1st	2nd	3rd

If work is to be done on overtime and one Dow Bargaining Unit can not supply enough workforce on overtime, the other Bargaining Unit will be asked to do the work before going to contractors.

If an uncompleted maintenance job is not scheduled for carryover then later becomes a priority, it will be considered a call-out.

The current Maintenance Hoisting overtime practice continues.

**ASSIGNMENT OF OVERTIME
TO MAINTENANCE EMPLOYEES**



NOTES:

- (1) For planned shutdowns with scheduled overtime, personnel shall be assigned according to
 - (a) Shutdown Staffing Agreement
 - (b) Shutdown Availability List
- (2) When prior knowledge is required, persons known to be familiar and experienced with the task in question will be called first.

APPENDIX "D"
12-HOUR SHIFTS

1. General

- (1) 12-hour shifts will apply only to employees working seven-day continuous shift operations in the Process department.
- (2) Shift schedules will maintain the average 37 1/3 hour work-week.
- (3) Employees transferring to 12-hour shift units will be subject to the shift schedule for that unit.
- (4) A petition to implement or terminate 12-hour shifts in a unit will only be considered at the end of their annualized cycle.

2. Criteria for Implementation of 12-Hour Shifts

As a requirement to enter into 12-hour shifts, a simple majority of those employees working on seven-day continuous shift coverage in any given unit must be in favour of a 12-hour shift in their unit.

3. Criteria for Termination of 12-Hour Shifts

The 12-hour shift may be terminated for any of the following reasons:

- (1) (a) Work limitations placed on employees which will not permit them to work a full 12-hour shift.
- (b) Passing of new legislation or amendments to existing legislation, which would prohibit the working of 12-hour shifts.
- (c) Legislation which regulates overtime premiums in

APPENDIX "D" - continued

- (d) Unfavourable ruling or penalties imposed by the Workers' Compensation Board
- (2) Failure of the "spareboard" system to provide adequate coverage
- (3) Deterioration of safety, sickness, morale, absenteeism or efficiency attributable to 12-hour shifts
- (4) More than 50% of the employees in a 12-hour shift unit petition to terminate 12-hour shifts at the end of their annualized cycle

4. Revisions To Collective Agreement for 12-hour Shifts

The following changes to the Collective Agreement apply only to 12-hour shifts

**ARTICLE 7
SENIORITY**

- 7.06** (a) (i) Add the following sentence
- '12-hour shifts referred to in Appendix "D" are considered three-shift jobs for purposes of promotion and demotion'

**ARTICLE 8
WAGES, HOURS AND OVERTIME**

- 8.02** (c) Replace the first two sentences with the following
- 'This group normally will work a twelve (12) hour day with three (3) or four (4) consecutive, regularly-scheduled days off as shown on the shift schedule'

APPENDIX "D" - continued

8.02 (c) (ii) Change to read:

"Shift employees on a two-shin, 12-hour schedule will report at 7:30 a.m. and 7:30 p.m. and may punch out up to fifteen minutes early when properly relieved by the incoming shift."

8.03 (b) Second sentence to be replaced with the following:

"Overtime for continuous operations will normally be covered by work on days off and may be scheduled at the discretion of supervision to correct inequities in overtime distribution. The "spareboard" will only be used when there is insufficient notice to schedule overtime"

(e) In second paragraph, last sentence:

Change the word "midnight" to the word "night".

Delete the fourth paragraph.

8.04 (a) Revise to read:

Double-time will be paid for:

- (i) all hours worked in excess of twelve (12) hours per day on a regularly scheduled work day.
- (ii) all hours worked on an employee's scheduled three (3) or four (4) consecutive regularly-scheduled days off.

APPENDIX "D" -continued

- (iii) hours worked continuous with and after working sixteen (16) hours in one work day
- (iv) notwithstanding the above, an employee shall be paid at straight-time rates for work performed with the permission of supervision, at the employee's request, in substitution for the employee's regularly-scheduled working hours.

8.06 (b) Add the following:

"No Change of Schedule premiums or overtime will be paid for going on or coming off 12-hour shifts."

"Change of Schedule premium of 12 hours for 12-hour shift workers'

8.07 (b) Revise to read:

If a relief employee works more than ninety-six (96) straight-time hours in a fourteen-day pay period, the hours worked in excess of ninety-six (96) will be paid at double-time rates. In addition, hours worked in excess of four hundred and eighty-six (~~486~~) straight-time hours in an eighty-one (81) day shift cycle for a 3-on-3-off schedule or six hundred and forty-eight (648) straight-time hours in a one hundred and eight (108) day shift cycle for a 4 on 4 off schedule, will be paid at applicable overtime rates. The eighty-one (81) or one hundred and eight (108) day cycles begin the day the cohesive shift schedule is instituted in a unit.

APPENDIX "D" - continued

(c) Revise to read:

Relief work schedules should be arranged so that a relief employee will not work more than ninety-six (96) straight-time hours in consecutive days without a day off. In the event that a relief employee does work more than ninety-six (96) straight-time hours in consecutive days, each hour in excess of ninety-six (96) will be paid for at double-time rates until the employee has a day off. Days worked immediately prior to or leaving relief work, or as a result of the normal rotation of days off, will not count as consecutive days except that if they result in the relief employee working more than ninety-six (96) hours in a pay period the provision in 8.07 (b) will apply.

(d) "A change of work schedule premium of double-time will be paid for the first twelve (12) hours worked on a new schedule to which the relief employee has been transferred with less than twenty-eight (28) days' notice."

8.09 (a) Revise the first sentence to read:

"Shift differential of fifty-nine (\$59) cents per hour for 12-hour day shift and one dollar and thirty-three (\$1.33) cents per hour for 12-hour night shift."

Revise the last sentence to read:

"Effective January 23, 1995 the above shift differentials will become sixty (\$.60) cents and one dollar and thirty-four (\$1.34) cents respectively. Effective February 5, 1996, the above shift differentials will become sixty-one (\$.61) cents and one dollar and thirty-seven (\$1.37) cents respectively.

8.10 Add the following:

"Shift trades involving working two shifts back to back, i.e. twenty-four (24) consecutive hours, will not be allowed. Shift trades up to four hours tied to an existing 12-hour work shift will be allowed"

**ARTICLE 9
STATUTORY HOLIDAYS**

9.03 (b) (i) Revise the first sentence to read:

"When an observed Statutory Holiday falls on a scheduled work day during an employee's continuous vacation, the employee will receive vacation time and pay, plus eight (8) hours' Statutory Holiday pay"

9.03 (b) (ii) Revise the first sentence to read:

"Shift workers will be paid eight (8) hours' Statutory Holiday pay for Statutory Holidays which fall on their day off with the following exceptions."

**ARTICLE 10
VACATIONS WITH PAY**

10.02 (a) Add the following after the last sentence; to read as follows:

"This prorated vacation shall be a 12-hour period or multiple of 12-hour periods the employee would have worked had the employee not taken vacation."

10.05

Add the following to the present wording:

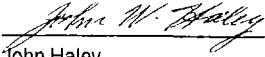
"Vacation time off will normally be the three-day or four-day group or groups of scheduled working shifts plus the regular days off, both prior to and following. Vacation time off may include a portion of a three-day or four-day group of scheduled working shifts to round off the vacation entitlement, provided the day(s) be tied to either the beginning or end of the regular vacation period. If the employee elects not to take this extra day off, but instead works it, the rate of pay for the four or eight hours will be that applicable on the employee's first day back to work following the employee's vacation"

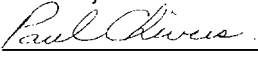
IN WITNESS WHEREOF THE Parties hereto have caused these presents to be executed this **21st day of April, 1994.**

Executed on behalf of
Communications, Energy
& Paperworkers Union,
Local 672

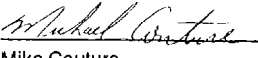
Executed on behalf of
Dow Chemical Canada Inc
Sarnia, Ontario

BY:

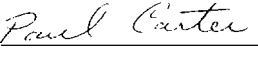

John Haley


Paul Chivers

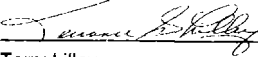
Paul Chivers


Mike Couture

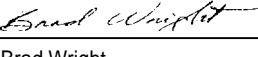
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Paul Carter

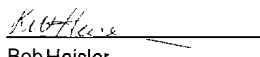
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Terry Lilley

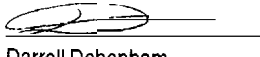
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Brad Wright

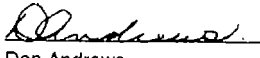
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Bob Heisler

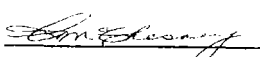
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Darrell Debenham

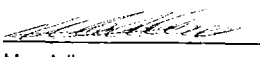
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Don Andrews

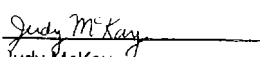
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Al McChesney

Al McChesney

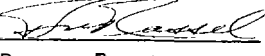

Max Adlam

Max Adlam


Judy McKay

Judy McKay

Witnessed on behalf of
the National Union by:


Bryan van Rassel

Bryan van Rassel

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