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No. OF EMPLOYEES	1350		
NOM. RE D'EMPLOYÉS	L.W.		

**COLLECTIVE AGREEMENT  
BETWEEN  
NOVA Petrochemicals Inc.  
Sarnia Complex  
and  
ENERGY & CHEMICAL  
WORKER'S UNION  
Local 914**

1990 - 1992

JAN 21 1991

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**This Agreement executed this 1st day  
of  
February 1990**

BETWEEN:

NOVA PETROCHEMICALS INC. SAR-  
NIA COMPLEX, hereinafter referred to  
as the  
"Company".

OF THE FIRST PART

**AND:**

ENERGY AND CHEMICAL WORKERS  
UNION, LOCAL 914  
(NOVA PETROCHEMICALS INC.  
SARNIA COMPLEX UNIT), hereinafter  
referred to as the "Union".

OF THE SECOND PART.

**ARTICLE 1 - PURPOSE**

**1.01**

The purpose of this Agreement is to provide orderly collective bargaining relations, in good faith, between the Company and its employees and the Union representing such employees, to

provide orderly procedure for the prompt, and equitable, disposition of grievances and for the maintenance of mutually satisfactory hours of work, wages and working conditions.

## **ARTICLE 2 - RECOGNITION**

### **2.01**

The Company recognizes the Union as the sole collective bargaining agent for all employees at its Sarnia Plant save and except Foremen, persons above the ranks of Foremen, Security Guards, Salaried Safety Inspectors, Students employed during their school vacation period, and salaried employees. The above is subject to the provisions outlined in Letters of Understanding #7 and #11 relating to Summer Students and Hourly Safety Inspectors.

### **2.02**

The Company and the Union agree that no intimidation, no discrimination, no interference, and no restraint or coercion shall be exercised against any employee by either of the parties to this

Agreement or their representatives on account of such employee's membership or non-membership in the Union.

### **ARTICLE 3 - UNION SECURITY**

#### **3.01**

Any employee who is now a member of the Union and any employee who becomes a member of the Union shall, as a condition of employment, maintain such membership for the duration of this Agreement unless the Union deprives such employee of membership.

#### **3.02**

The Company will deduct an amount equal to the regular monthly dues of a Union member from the earnings of each employee covered by this Agreement who has completed thirty (30) calendar days of continuous employment. These deductions will be from the employee's earnings on the first pay day in each calendar month and the amounts deducted will be transmitted to the Secretary-Treasurer of the Union. Dues deductions will appear on T-4 slips.

## ARTICLE 4 - UNION COMMITTEES AND STEWARDS

### 4.01 (a)

The Company will recognize a Union Steward Body hereinafter called "Steward Body". The Steward Body will be comprised of Stewards as designated in Appendix "A", one of whom shall be the Chief Steward and six of whom shall be Lead Stewards. For contract negotiations, conferences and meetings held under any article of the agreement, the Company will recognize a Union Committee that shall not exceed seven (7) including the Chief Steward. For grievance conferences in step three the Company will recognize a Union Committee that shall not exceed five (5) including the Chief Steward. In addition to the above committees, the President of the Local and/or a representative of the National Union may attend such conferences and negotiations when so desired by the Union.

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The Company will compensate up to six (6) members of the Union Contract Negotiating Committee who are employees of Nova Petrochemicals Inc.



Sarnia Complex for lost time from their regular schedule spent in contract negotiation meetings with the Company. Compensation will only be paid up to Conciliation.

**4.01 (b)**

The Union will select its stewards and committees and the Company will recognize such representatives of the Union in their respective capacities. The Steward Body shall be as designated in Appendix " A attached hereto, it being understood that the number and distribution of Stewards may be changed during the term of this Agreement by mutual agreement between the Company and the Union.

**4.01 (c)**

In the event a Steward is transferred from one area of representation to a new area, he/she shall continue to be recognized by the Company as a Steward of the area from which he/she was transferred for a period of up to four **(4)** weeks.

#### **4.01 (d)**

Each Steward shall be an employee of the Company with not less than six (6) months seniority at the date of his/her appointment.

#### **4.01 (e)**

The Union will provide the Company with a list of personnel comprised of the Union Executive and Stewards, and of any change in personnel, as and when any such change occurs.

#### **4.01 (f)**

The Chief Steward will be placed on a day **job** on full-time union business during his/her term of office and will be supplied at no cost to the Union with an adequate office facility within the plant property, including office furniture and a private telephone line.

#### **4.01 (g)**

All new Union members and new employees coming within the scope of the Collective Agreement shall receive the Union's Orientation Program. Adequate

time and facilities shall be provided by the Company to the Union to accommodate the program. If requested by the Union this may be done at the Devine Street Hall.

#### **4.02**

Conferences will be held between the Company and a Union Committee at such times as may be mutually agreed upon and a representative of the National Union and the Local Union President may be present at such conference, if the Union so desires. Requests for conferences will be made:

(a)

On behalf of the Company to the Chief Steward.

(b)

On behalf of the Union to the Manager of the Personnel Division.

A written agenda of matters to be discussed will be supplied at the same time such a conference is requested.

#### **4.03 (a)**

During regular working hours the Stewards will be allowed a reasonable period of time from their regular duties at straight time payment to attend to Union business within the plant. If, in the opinion of the Company, a Steward is spending an unreasonable amount of time on Union business, this matter will be the subject of a conference between the Company and the Union committees as provided for in Article 4.02. If the matter is not satisfactorily disposed of it may be referred by either party to Arbitration as provided for in Article 7.

#### **(b)**

Before leaving his/her regular duties, a Steward shall obtain the permission of his/her foreman or supervisor. Should he/she wish to enter another work area, he/she must contact the supervisor or foreman of the other area before commencing his/her Union business. A Steward will also report to his/her foreman when he/she returns to his/her regular duties.

#### **(c)**

The Stewards shall be permitted to enter

the plant at any time to attend to Union duties, but before doing so shall obtain permission from the Security Section, which permission shall not be unreasonably denied and Stewards access cards will be programmed.

## **ARTICLE 5 - MANAGEMENT FUNCTIONS**

### **5.01**

The Union acknowledges that it is the function of the Company to manage the plant and direct the working force, including but not limited to the following:

**(a)**

To maintain order and efficiency, enforce and formulate plant rules and regulations including Fire and Safety Regulations; such rules and regulations to be consistent with the terms of this Agreement.

**(b)**

To hire, discipline, discharge for just cause, lay-off, classify, transfer, promote and demote, subject to the provisions hereinafter provided in this Agreement.

**(c)**

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 of its products.

Note: The following mechanisms may assist the above: e) Continuing Dialogue Process, Joint Safety & Health Committee, Positive Discipline Process.

## **ARTICLE 6 - GRIEVANCE PROCEDURE**

**6.01 (a)**

When an employee is to be notified of disciplinary action and/or undesirable behaviour, he/she will be advised that he/she will be allowed Union representation if he/she so desires.

**6.01 (b)**

Parties to this Agreement are agreed

that it is of the utmost importance to resolve grievances and disputes in good faith and as quickly as possible. The aggrieved employee may be present at any or all steps of the grievance procedure if he/she so desires.

## **6.02**

The Grievance Procedure shall be as follows:

### **STEP NO. 1**

An employee who considers he/she has a grievance shall through or with his/her Union Steward discuss the grievance with the employee's immediate supervisor. The supervisor shall give his/her oral decision within five (5) regular working days following the day on which discussions commenced.

If this decision is unsatisfactory to the Employee or the Union Step 2 may be followed within two (2) regular working days of the supervisor's decision.

Notwithstanding the foregoing, where it is mutually agreed between the parties during the first step discussion that the

circumstances provoking the grievance can be reviewed most appropriately at third step, such a grievance may then be submitted directly in writing to third step within five (5) regular working days of the commencement of the discussions.

#### **STEP NO. 2**

The Union Steward shall reduce the Grievance to writing and refer it to the Department Head. The Union Steward shall discuss the grievance with the Department Head and the immediate supervisor involved. The Department Head shall within five (5) regular working days following the day the grievance was submitted to him, render a decision in writing. If this decision is not satisfactory to the employee or the Union, Step 3 may be followed within two (2) regular working days.

#### **STEP NO. 3**

The Lead Steward shall refer the grievance in writing to the Company through the Manager of the Personnel Division. Within two (2) regular working days fol-



lowing the day the grievance was submitted to him, the Manager of the Personnel Division will arrange for a conference between the Company and the Union to take place within ten (10) regular working days following the day the grievance was submitted to him/her. The reply in writing shall be submitted to the Chief Steward of the Union Committee within five (5) regular working days following the day on which the conference was held. If such reply does not contain a satisfactory settlement, then the grievance may be referred by either party to Arbitration as provided for in Article 7.

**6.03 (a)**

In the Grievance Procedure outlined above, presentations of grievances and decisions where called for in writing, shall be on forms mutually agreed upon by the Company and the Union.

**6.03 (b)**

In Step 2 of the Grievance Procedure a copy of the Department Head's decision will be given to the employee and a copy will be given to the Steward.

#### **6.04 (a)**

It is agreed that the settlement of any grievance will not be retroactive to a date earlier than thirty (30) calendar days prior to the commencement of the discussions at Step No. 1 of the Grievance Procedure.

#### **6.04 (b)**

In the case of an adjustment to an employee's rate of pay brought about through the Grievance Procedure, and which resulted from a mechanical error, proper adjustment will be made from the date the error occurred.

#### **6.05**

Any matter or question arising between the Company and the Union regarding the administration, interpretation, alleged violation, or application of this Agreement may be submitted in writing by either party as Step No. 3 of the Grievance Procedure, which in the case of a Company grievance shall be read and construed with the necessary changes.

## 6.06

Notwithstanding any other provisions in this Article, should the Company decide to discharge an employee **or** suspend an employee pending discharge, notification by the Company to such employee shall **only** be made in the presence of the Chief Steward and the employee's Lead Steward or their designates. Where an employee has been required to leave the premises previously, he/she will be permitted to return to the Plant to receive notification in this manner. Upon failure to return he/she will be advised by mail. Should the employee or the Union acting on his/her behalf wish to file a grievance against the discharge it shall be reduced to writing within ten **(10)** regular working days and be a subject for discussion at a meeting to be held between the Company and a Union Committee within five **(5)** regular working days following the filing of the grievance. Should the matter not be settled at this time, a grievance may then be referred to arbitration as provided for in Article 7.

## **6.07**

It is agreed that it should be optional with the Company to consider any grievance, the alleged circumstances of which occurred more than fifteen (15) working days prior to the commencement of discussions at Step No. 1 or the written referral directly to Step No. 3. In the case of a Company or a Union grievance it shall be optional with the receiving party to consider any grievance, the alleged circumstances of which occurred more than ten (10) working days prior to its written presentation.

## **6.08**

When an employee is off work with permission due to sickness, days off, leave of absence, vacation, or layoff such time off will not be regarded as regular working days within the meaning of this Article.

## ARTICLE 7 - ARBITRATION

### 7.01

Both parties to this Agreement agree that any alleged misinterpretation or violation of the provisions of this Agreement, including any grievance which has been carried through the prescribed steps of the Grievance Procedure outlined in Article 6 and which has not been settled, will be referred to a Board of Arbitration at the written request of either of the parties hereto, provided that such requests must be received not later than ten (10) regular working days after a decision has been rendered as provided in Step 3 of the Grievance Procedure.

### 7.02

The Board of Arbitration will be composed of one person appointed by the Company, one person appointed by the Union and a third party to act as Chairman, chosen by the other two members of the Board. The Union and the Company shall each within ten (10) days from the notice of arbitration appoint its arbitrator. Each party shall forthwith give

notice of such appointment to the other party. Should the person chosen by the Company to act on the Board and the person chosen by the Union fail to agree on a third person within seven (7) days, then they will notify the Minister of Labour of the Province of Ontario who will be asked to name a Chairman.

### **7.03 (a)**

The Board of Arbitration shall not have power to alter, change or add to 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.

### **7.03 (b)**

At the request of the Chairman of the Board of Arbitration, the parties will make available witnesses to give oral or written evidence which in the Chairman's opinion is relevant and necessary for the determination of the matters in issue.

### **7.03 (c)**

Notwithstanding the provisions of 7.03 (a), the Board of Arbitration shall have the authority to uphold, modify or set aside any discharge, suspension or other disciplinary measure.

### **7.04**

The decision of the majority shall be the decision of the Arbitration Board, and shall be binding upon both parties.

### **7.05**

Each of the parties to this Agreement will bear the expense of its appointee and will jointly share the expenses of the Chairman.

### **7.06**

The parties may, by mutual agreement, **elect** to substitute a single arbitrator in place of a Board of Arbitration. In that case, all provisions of Article 7 shall apply where appropriate.

**ARTICLE 8 - NO STRIKE: NO  
LOCKOUT**

**8.01**

The Union agrees that during the life of the Agreement there **will** be no **strike** and the Company agrees that there will be no lockout.



**ARTICLE 9 - OCCUPATIONAL  
CLASSIFICATIONS AND WAGE  
RATES**

**9.01**

The occupational classifications and the respective wage rates covered by this Agreement are as set forth in Appendix "B".

**9.02**

The classification of new jobs and requests for reclassification of existing jobs based on the Union's claim of a demonstrable inequity shall during the term of this Agreement be subject to negotiation and if necessary arbitration.



**ARTICLE 10  
HOURS OF WORK AND PREMIUM  
PAY**

**Hours of Work**

**10.01**

The regular hours of work shall be

(a) Per Day

Day Employees & 8 Hr. Shift Em-  
ployees - 8 Hrs.  
Janitor II Employees - 7.5 Hrs.  
12 Hr Shift Employees - 12 Hrs.

(b) Average Hours Per Week

*34  
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Janitor II Employees - 35 Hrs.  
All Other Employees - 37.33 Hrs.

Note: For purposes of accounting "day"  
shall mean a twenty four (24) hour  
period commencing at the em-  
ployee's normal "**AM**" starting time.

## Work Periods

### 10.02

Work Periods shall be:

(a) Day Employees

7:30 a.m. - 4:00 p.m.  
or 8:00 a.m. - 4:30 p.m.

A thirty (30) minute lunch period commencing at 12:00 Noon to 12:30 p.m. shall be scheduled each working day and will not be included as part of the work period.

(b) Janitor II Employees

4:00 p.m. - 12:00 Midnight

A thirty (30) minute lunch period shall be scheduled each working day and will not be included as part of the work period.

(c) 8 Hour Shift Employees

Eight (8) continuous hours  
commencing at:  
"A" Shift 7:30 a.m. - 3:30 p.m.  
"B" Shift 3:30 p.m. - 11:30 p.m.  
"C" Shift 11:30 p.m. - 7:30 a.m.

Eight (8) hour shift employees will rotate weekly between "A" and "B" shifts or "A" and "C" and "B" shifts.

(d) 12 Hour Shift Employees

Twelve (12) continuous hours commencing at:

"D" Shift - 7:00 a.m. - 7:00 p.m.

"N" Shift - 7:00 p.m. - 7:00 a.m.

Twelve (12) hour shift employees will rotate weekly between "D" and "N" Shifts.

Note: Shift Schedules will maintain the average 37.33 hour work week and shall be by Mutual Agreement.

**Days Off**

**10.03**

Days off Shall Be:

(a) Day Employees & Janitor II Employees

Saturday, Sunday and One (1) Friday in each Three (3) Week Cycle. It being understood that all Janitor II's may not

follow the same schedule, but in any case will be scheduled off for a Saturday and Sunday and a Friday in each 3 week cycle.

(b) 8 Hour Shift Employees

The ~~two~~ or three consecutive regularly scheduled twenty four (24) hour periods to which each employee is entitled and shall be as per shift schedule.

(c) 12 Hour Shift Employees

The consecutive regularly scheduled twenty four (24) hour periods to which each employee is entitled and shall be as per shift schedule.

**Irregular Work Periods**

**10.04**

(a) Day Employees & Janitor II Employees

(i)

It may become necessary to establish regular work periods, lunch periods, and/or days off which do not conform with Article 10.03. Every effort will be made to keep these to a minimum and also every effort will be made to retain

consecutive days off. The introduction of such new work periods will be discussed with the Union as far in advance as is practicable and any dispute may be the subject of a grievance.

(ii)

It is recognized that certain requirements may make it necessary to establish night crews, for a short duration, which do not conform to the work periods above. See Appendix E: Night Crews.

(b) 8/12 Hour Shift Employees

(i)

Certain changes of shift schedules which affect the employee's days off may make Article 10.03 impracticable, in which case, days scheduled for work in excess of the regular schedule in a pay period shall be considered as days off for purposes of payment.

(ii)

It is understood in determining whether an employee is entitled to premium payment because of being scheduled to work in excess of his/her regular schedule in a pay period, that days

absent due to sickness or because of leave will not count as days scheduled for work. However, days absent due to vacation or on account of a Company recognized "holiday" will be included in determining premium payment.

(iii)

Should it become necessary to establish regular work periods, which do not conform to Article 10.03 every effort will be made to keep this to a minimum. The introduction of such new work periods will be discussed with the Union as far in advance as is practicable and any dispute may be a subject of a grievance.

### **Make-Up for Non-Relief Positions**

#### **10.05**

All Employees

(i)

An employee who loses time due to a transfer or change in schedule will be granted the right to work at available work for straight time payment to make-up for lost time if

requested by the employee.

(ii)

Opportunities for make-up work will be given in the same pay period or the pay period immediately following.

### **Make Up Work for Relief Positions**

#### **10.06**

(a) Day Employees/Janitor II Employees/  
8 Hour Shift Employees

(i)

A relief employee scheduled to work in excess of 70 straight time days in the 15 week cycle will be paid at applicable overtime rates for those days. The affected employee may be given the option of time off in lieu of payment if requested.

(ii)

A relief employee scheduled to work **less** than 70 straight time days in the 15 week cycle will be granted the right **to** work at available work for straight time payment to make-up for lost time if requested by the employees.

(iii)

Vacation relief employees will be scheduled for a minimum of eight (8) days in a pay period.

(b) 12 Hour Shift Employees

(i)

A relief employee will not be scheduled to work in excess of four (4) consecutive twelve hour shifts and will not be scheduled for less than 72 hours in a pay period. In addition hours over 84 hours *in* a pay period will be considered as distributable overtime.

(ii)

A relief employee scheduled to work less than 84 straight time days in the 27 week cycle will be granted the right to **work** at available **work** for straight time payment to make up for lost time if required by the employee.

(iii)

A relief employee scheduled to work in excess of 84 days in a 27 week cycle will be paid at applicable overtime rates for those days. The affected employee may be given the option of time off in lieu of payment requested.



## Overtime

### 10.07

#### All Employees

(i)

Overtime work shall be performed by employees whenever called upon providing suitable replacements cannot be obtained.

Note: For overtime Waivers see Appendix "C"

(ii)

Overtime shall be distributed as fairly and impartially as possible among employees within the same job classification and overtime work groups as set out in Appendix "C" who are qualified to perform such work. For Trades or Services Maintenance work the foregoing is subject to arrangements as set out in Appendix "E".

(iii)

An employee regularly working in more than one work group will share in the distribution of overtime work in the work groups within which he/she regu-

Early works.

Note: For overtime charging procedure see Operating Progression Note 9 (b) found in Appendix "D" of the Charts and Letters.

(iv)

Overtime lists shall be posted bi-weekly as a minimum standard.

(v)

When no public transportation is available and an employee is unable to arrange his/her own transportation, he/she will be supplied with overtime transportation, provided, he/she is required to work overtime and no suitable replacement can be obtained and notice of such overtime was not given before he/she arrived at work that day.

Day Employees and Janitor II Employees

(vi)

In relation to an employee's vacation he/she will not be asked nor will he/she volunteer to work overtime on his/her days off prior to or following his/her vacation period. Only in emergencies

will he/she be asked to work on these days off and he/she will not be charged with refusal if he/she declines. Days off prior to his/her vacation will mean the time off period starting at the completion of his/her normal working day. A Statutory Holiday or substituted day for a Statutory Holiday and compensation day prior to or following a vacation period will be recognized as a day off.

#### 8/12 Hour Shift Employees

(vii)

In relation to employee's vacation he/she will not be asked nor will he/she volunteer to work overtime on his/her days off prior to following his/her vacation period. Only in emergencies will he/she be asked to work on these days off and he/she will not be charged with refusal if he/she declines. Days off prior to his/her vacation will mean the time off period starting at the completion of his/her normal working day. A Statutory Holiday and compensation day prior to or following a vacation period will be recognized as a day off.

Day Employees/Janitor II Employees/8 Hour Shift Employees

(viii)

When an employee is called out to work overtime & has not had eight (8) hours unbroken free time since the completion of his/her last period of work such employee shall not be required to continue working into his/her next regular period of work except in cases of extreme emergency.

#### 8 Hour Shift Employees

(ix)

Employees working "C" shift will not normally be asked nor will they volunteer to work into "A" shift. The employees may be asked to work overtime in emergencies, but will not be allowed to work more than four (4) hours.

#### Overtime Meals

### 10.08

- (a) Day Employees & Janitor II Employees

If a day employee is scheduled to work more than nine and one-half (9 1/2) continuous hours, the Company will provide a meal if requested. A second

39, a, b / 1999 36

meal, if requested, will be provided if he/she works more than thirteen and one-half (13 1/2) continuous hours. If practicable, all meals will be eaten in the Cafeteria, otherwise a box lunch will be sent to the work area. A lunch period of one-half (1/2) hour without pay will be allowed. Meals will be provided if an employee is called into work on such short notice that he/she is unable to provide his/her own meal. For the purpose of this Article, lunch periods shall not be considered to interrupt continuous hours.

(b) 8 Hour Shift Employees

If a eight (8) hour shift employee is scheduled to work more than nine and one-half (9 1/2) continuous hours, the company will provide a meal if requested. A second meal, if requested, will be provided if he/she works more than thirteen and one-half (13 1/2) continuous hours. Meals will be provided if an employee is called into work on such short notice that he/she is unable to provide his/her own meal.

(c) 12 Hour Shift Employees

(i)

If a twelve (12) hour employee is required to work more than thirteen and one-half (13.5) continuous hours, a meal will be provided if requested.

(ii)

Meals will be provided if an employee is called into work on such short notice that he/she is unable to provide his/her own meals.

### **Straight Time/Double Time**

#### **10.09**

(a) Day Employees/Janitor II Employees/  
8 Hour Shift Employees

Straight Time will be paid for:

(i)

Hours worked in the work period

(ii)

Hours worked in order to make-up time as outlined in Article 10.05(i) and 10.06 (a)(ii).

Double Time will be paid for all over-time hours worked.

(b) Twelve Hour Shift Employees

Straight Time will be paid for:

(i)  
Hours worked in the Work Period

(ii)  
Hours worked in order to make up time  
as outlined in Article 10.05 (i) and 10.06  
(b) (ii).

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Double Time will be paid for all over-  
time hours worked.

**Premium Rates**

**10.10**

(a) All Employees

Call Out

48/0

Call Out shall apply when an employee is requested to return to work outside of his/her regular scheduled hours of work. The request to return to work may be made either before or after the employee leaves the plant. The minimum payment for call out work will be equivalent to payment for four (4) hours work at straight time except where the employee starts to work (two)

hours or less before such employee's regular work starting time and continues working into his/her regular work period, in which case overtime provisions will apply for the hours actually worked. 37/F-0

(b) Day Employees/Janitor II Employees

Change of Schedule

37/F-0

Double time will be paid for the first work period performed on any change of schedule unless such change of schedule commences on an employee's day off, in which case the applicable overtime rate for work on days off will be paid for such days worked and the employees will not be entitled to any other premium payment for the change of schedule. Except, however all days scheduled for work in excess of the regular schedule in a pay period shall be considered as days off for purposes of payment. If the change of schedule is for five (5) days or less and the employee's days off are not changed the premium rate will not be paid upon the employee's return to his/her regular work schedule.

It is understood in determining whether an employee is entitled to premium payment,



because of being scheduled to work in excess of his/her regular schedule in a pay period, that days absent due to sickness or because of leave will not count as days scheduled for work.

However, days absent due to vacation or on account of a Company recognized "holiday" will be included in determining premium payment. If a change of schedule falls during a statutory holiday, payment for the change of schedule will be deferred to the next work period.

This provision does not apply to schedules changed as a result of the application of Article 14.02 (a) (ii) or when

- (a) an employee makes a personal request for lateral moves
  - (b) an employee returns to work from Long Term Disability
  - (c) an employee is going to or returning from a light duties position. This does not include a light duties position resulting from an injury sustained at work.
- (C) 'Eight Hour Shift Employees & Twelve Hour Shift Employees

## Change of Schedule

Double time will be paid for the first work period performed on any change of schedule or **job** which involves a change:

(i)

From shift work to day work

(ii)

From one work period to another work period not in accordance with employee's regular shift schedule.

If the change of schedule is made on one of the employee's days off only the rate for work on days off shall apply for that day. If the change of schedule **or job is** for five (5) days or less, and the employee's days off are not changed, the premium rate will not be paid upon the employee's return to his/her regular schedule.

This provision does not apply to schedules changed as a result of the application of Article 14.02 (a) (ii) or when

(a) an employee makes a personal request for lateral moves.

(b) an employee returns to work from Long Term Disability.

(c) an employee is going to or returning from a light duties position. This does not include a light duties position resulting from an injury sustained at work.

### Shift Differential

#### 10.11

##### (a) 8 Hour Shift Employees

Premium pay is to be paid for shift work as set out below:

##### Effective February 1, 1990 ✓

"A" Shift - .40/hour

"B" Shift - .78/hour

"C" Shift - 1.36/hour

44/100028  
45/100010

##### Effective February 1, 1991 ✓ = DEF

"A" Shift - .42/hour

"B" Shift - .83/hour

"C" Shift - 1.44/hour

44/100083  
45/100144

(i)  
The above applies to those employees working on continuous twenty-four (24) hour rotation.

(ii)  
Shift Differential will not be paid to day employees or to those employees designated

as "day shift employees".

(iii)

Shift Differential will be paid to those employees working "A" and "B" shift on a regular basis for the "B" shift only.

(b) 12 Hour Shift Employees

Premium pay is to be paid for shift work as set below:

**Effective February 1, 1990**

"D" Shift- .52/hour

"N" Shift- 1.18/hour

**Effective February 1, 1991**

D" Shift - .55/hour

"N" Shift - 1.25/hour

(i)

The above applies to those employees working on a continuous twenty-four (24) hour rotation.

(ii)

Shift differential will not be paid to day employees or to those employees designated "day shift employees".

## **Statutory Holidays- All Employees**

### **10.12**

Those employees scheduled but not required to work a designated holiday under Article 11 will be given 48 hours personal notice or allowed to work the Holiday.

### **Statutory Holidays for 12 Hour Shift Employees**

### **10.13**

(i)  
When a holiday falls during a 12 hour shift employee's vacation, the employee will be paid his/her holiday allowance in addition to his/her vacation pay. Holiday allowance shall equal to eight (8) hours pay at straight time.

(ii)  
If a twelve hour shift employee is scheduled to work on a statutory holiday, but is not required to work, he/she will be paid twelve (12) hours holiday allowance instead of eight hours. This will apply only to those employees who are told not to report for work even though

they are scheduled for the statutory holiday. In addition when calculating the determination for 37.3 average weekly hours over the 27 week cycle the holiday allowance will be taken into consideration as payment for a scheduled day. Where a Statutory Holiday falls on an employee's regularly scheduled day off he/she will be paid eight (8) hours holiday allowance.

(iii)

For the purpose of time off and payment, New Year's **Day** will be observed from 19:00 hours (7:00 p.m.) December 31st to 19:00 hours (7:00 p.m.) January 1st.

### **Mutual Exchange of Working Hours**

## **10.14**

### **All Employees**

Employees within the same classification, regardless of their rates of pay, may request a mutual exchange of regular hours (excluding overtime hours).

Each employee shall assume the hours of work of the employee he/she replaces but shall continue to receive his/her

regular hourly rate.

If premium payment is involved because of a change of schedule, the premium will be paid to the employee whose schedule is changed on the first day the employee works on the new schedule.

## ARTICLE 11 - HOLIDAYS

### Designation

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110

#### 11.01

Days designated as Holidays shall be as follows:

New Year's Day  
Good Friday  
Victoria Day  
Canada Day  
Civic Holiday  
Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day

~~and two additional Holidays to be determined~~ in November of each year for the

---

following year. For the purpose of time off and payment, New Year's Day will be observed from 15:30 hrs. (3:30 p.m.) December 31st to 15:30 hrs. (3:30 p.m.) January 1st for eight hour shift workers only. For the observance of New Year's Day for twelve hour shift workers see Article 10.13 (iii).

The determination of the two additional holidays will be in accordance with the provisions in Letter of Understanding #13.

For the purpose of time off and payment, the designated holidays will be observed on the traditional calendar date or date decreed by statute, except that day employees with Saturday, Sunday, and one Friday off in each three (3) week cycle, 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, the holiday will be observed on the Monday immediately following.



## Holiday Payment

### 11.02 (a)

#### If Worked

*3/2*  
*3/2*

All hours worked on a Holiday during the regular work period shall be paid for at double time.. All other hours worked will be paid for at double time. In addition, the employee shall receive a holiday allowance which shall equal eight (8) hours pay at straight time.

### 11.02 (b)

#### If Not Worked

An employee shall receive eight (8) hours holiday allowance at his/her straight time hourly rate, subject to the following:

i)

Payment for a Holiday will not be made to an employee absent without permission on a Holiday, or on his/her last scheduled working day before the Holiday, or on his/her first scheduled working day after the Holiday. However, an employee previously scheduled to be absent on a Holiday, and subsequently

required to work, will be excused from work if a suitable replacement can be obtained and in such case absence on the Holiday will not disqualify him/her from receiving the holiday allowance.

ii)

Payment for a Holiday will not be made to an employee on Leave of Absence which includes the Holiday, and the day before and the day after the Holiday. However, an employee absent on leave for sickness or injury will, for a period of thirty-nine (39) weeks, receive any difference between his/her compensation payment and his/her holiday allowance for any Holidays falling during this period. Notwithstanding the above, an employee absent on leave for Union Business shall receive his/her holiday allowance for any holiday falling during such leave of absence (excluding leaves of absence in excess of 14 calendar days).

iii)

When a Holiday falls during a day employee's vacation, he/she will be given the Holiday with pay on the day immediately preceding or immediately following his/her vacation.

iv)

When a Holiday falls during a shift employee's vacation, the employee will be paid his/her holiday allowance in addition to his/her vacation pay.

## ARTICLE 12 - VACATIONS

### Length of Vacation

#### 12.01

Annual vacations with pay shall be granted to employees as follows:

##### 12.01 (a)

Two weeks vacation upon completion of one or more years continuous service.

*54*  
*01-02*

##### 12.01 (b)

Three weeks vacation upon completion of three or more years continuous service.

*03-03*

##### 12.01 (c)

Four weeks vacation upon completion of ten or more years continuous service.

*10-04*

**12.01 (d)**

20-05 Five weeks vacation upon completion of twenty or more years continuous service.

**12.01 (e)**

25-06 Six weeks vacation upon completion of twenty-five or more years continuous service.

**12.01 (f)**

30-07 Seven weeks vacation upon completion of thirty or more years continuous service.

**12.01 (g)**

The amount of pay for the vacation entitlements outlined above shall be:

1 week vacation = 40 hours X regular rate of pay

2 weeks vacation = 80 hours X regular rate of pay

3 weeks vacation = 120 hours X regular rate of pay

4 weeks vacation = 160 hours X regular rate of pay

5 weeks vacation = 200 hours X regular

rate of pay

6 weeks vacation = 240 hours X regular

rate of pay

7 weeks vacation = 280 hours X regular

rate of pay

### **12.01 (h)**

Days off prior to and following an employee's vacation will be considered as part of the vacation period. Days off prior to vacation will mean the time period starting at the completion of the normal working day. Days off following will mean the time up to the first scheduled work period.

### **Twelve Hour Shift Employees**

### **12.01 (i)**

Vacation time off will normally be the three day group(s) of scheduled working days plus the regular days off prior to and following the three day group(s). Vacation time off may include a portion of the three day group of scheduled working shifts to round off the vacation entitlement. The day(s) may be tied to the beginning or end of the regular vacation period.

## **Scheduling Vacations**

### **12.02 (a)**

Vacations shall be scheduled by the Company and employees shall **be** notified of their vacation period sixty (60) days in advance if possible, and shall receive vacation pay prior to the beginning of such period.

### **12.02 (b)**

Consistent with efficient plant operations, the preference of employees with respect to their vacation period will **be** given full consideration by the Company.

### **12.02 (c)**

Employees may **be** scheduled for vacation any time during the calendar year without regard to their employment date.

## **Vacation Pay**

### **12.03**

Vacation pay shall be computed so that an employee will receive the amount **of**

money he/she would have normally earned on his/her regular schedule including shift differential, had he/she not taken his/her vacation.

### **Vacation Pay Upon Termination**

#### **12.04**

Upon termination an employee will receive his/her outstanding vacation pay. Such vacation pay will be calculated as follows:

#### **12.04 (a)**

Employees with less than one (1) year continuous service - 4% of their gross earnings for that period of employment for which vacation pay has not already been received.

#### **12.04 (b)**

Employees with one (1) but less than three (3) years continuous service - 4% of their gross earnings for that period of employment for which vacation pay has not already been received.

**12.04 (c)**

Employees with three (3) but less than ten (10) years continuous service - 6% of their gross earnings for that period of employment for which vacation pay has not already been received.

**12.04 (d)**

Employees with ten (10) but less than twenty (20) years continuous service - 8% of their gross earnings for that period of employment for which vacation pay has not already been received.

**12.04 (e)**

Employees with twenty (20) but less than twenty-five (25) years continuous service - 10% of their gross earnings for that period of employment for which vacation pay has not already been received.

**12.04 (f)**

Employees with twenty-five (25) but less than thirty (30) years continuous service - 12% of their gross earnings for that period of employment for which vaca-



tion pay has not already been received.

#### **12.04 (g)**

Employees with thirty (30) or more years continuous service - 14% of their gross earnings for that period of employment for which vacation pay has not already been received.

#### **12.05**

An employee at time of retirement will receive vacation pay on the basis of one-twelfth (1/12) of vacation pay as provided in Articles 12.01 and 12.03 for each month or part thereof of the period of employment for which vacation pay has not already been received.

### **ARTICLE 13 - JOB SECURITY**

#### **Seniority Status**

#### **13.01 (a)**

The seniority status and date for each employee included in the Company's posted list of December 1, 1956, shall be as shown and as subsequently

amended from time to time in accordance with Section 13.02. All seniority credits to which any employee not shown on this list was entitled as of December 1, 1956, shall be maintained.

**13.01 (b)**

Seniority credits accrued subsequent to December 1st, 1956, will be the length of service with the Company as an hourly rated employee in the bargaining unit since that date.

**13.01 (c)**

Seniority credits will be the total of seniority credits accrued in the bargaining unit and in the former Technician's bargaining unit.

**Seniority Lists**

**13.02**

Seniority lists shall be revised and posted every six months.

**Seniority if Absent from Work**

### **13.03 (a)**

Seniority shall accumulate when an employee is absent from work:

- i) With leave.
- ii) Owing to accident or sickness covered by the Workmen's Compensation Act.

### **13.03 (b)**

Seniority shall accumulate when an employee is absent from work owing to lay-off on the basis of one month for each month of seniority with the Company prior to lay-off up to a maximum of thirty-six (36) months.

### **Loss of Seniority**

### **13.04**

Seniority shall **be** lost in the case of:

- a) Resignation
- b) Discharge
- c) Failure to notify the Company of intention to return to work after lay-off within

seven (7) **days** after receipt of notification from the Company sent by registered mail to the employee's address as shown on the Company's personnel records.

d) Failure to return to work after lay-off within seven (7) days after such notification by the Company unless it is shown that such failure has been caused by circumstances beyond the employee's control.

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e) Lay-off in excess of the seniority credits accumulated under 13.03 (b).

f) A bargaining unit employee who accepts a position out of scope on or after May 1, 1986 and remains in that position more than six months will lose all seniority credits.

### **Preferential Seniority**

#### **13.05**

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A

The Chief Steward of the Union Committee, Lead Stewards and Stewards shall, during their term of office in the Union, head the seniority lists in their respec-

tive jurisdictions. Such seniority shall apply only with respect to lay-offs.

### Technological Change

#### 13.06

2

The Company will advise the Union as far in advance as possible of any lay-offs affecting bargaining unit employees. In the case of a plant closure or change involving permanent work force reduction of employees covered under the agreement, the Company will provide the Union with a minimum of six (6) months notice. After providing such notice, the Company and Union will cooperate in considering all available methods to facilitate the planned work force reduction through attrition or other available methods to minimize the negative impact on employees affected where attrition is not appropriate.

(a)

Employees with one or more years of service whose employment is terminated will be paid severance pay at the rate of one (1) week's pay for each year of service to a maximum of twenty-six (26) week's pay. One week's pay shall mean

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37.33 hours times the employee's regular rate of pay at the time of termination.

In the case of a Janitor II employee, one weeks pay shall mean 35 hours times the employee's regular rate of pay.

## **ARTICLE 14 - JOB PROGRESSION AND POSTING**

### **14.01 (a)**

i)

The Job Progression for the respective Departments and/or Divisions of the Company are attached herein as **Appendix "D"**. If and as work requirements necessitate, new jobs, departments or sections, will be incorporated into or added to the Job Progression Plan. Resultant changes to existing lines of progression and establishment of lines of progression to and from new jobs shall be subject to mutual agreement of the parties hereto.

ii)

The Job Progression Plan shall govern the selection of employees for vacant **jobs** in the Bargaining Unit, it being

understood that the plan is applicable only to the extent that the jobs set out therein are required.

Any vacancy other than entry point jobs will be filled according to the Job Pro-

gression by seniority subject to the employee having sufficient ability to fulfill all of the job requirements satisfactorily. If the job is not thus filled, then it will be ~~—~~ providing the vacancy is to be

for a period in excess of sixty (60) days. In addition, each Job Progression contains entry point jobs which are to be posted if the vacancy to be filled is to be for a period in excess of sixty (60) days. In cases of sixty (60) days or less, selections will be made from senior qualified personnel who are willing, firstly from the Division affected, and secondly from the balance of the plant. **All** postings shall be bargaining unit wide and only employees making proper application will be considered.

The filling of posted jobs shall be according to seniority subject to the employee having sufficient ability to fulfill all of the job requirements satisfactorily, except that it shall be optional with the Company to consider an employee who

has been accepted for a posted vacancy within the previous three (3) month period.

Notwithstanding the foregoing, an employee in the Operating Progressions who has been curtailed in accordance with 14.01 (c) and who continues to work in the plant will return to a vacancy in the **job** he/she held at the time of the curtailment provided the vacancy occurs within three (3) months of the date of curtailment.

**NOTE:**

The Job Progression Charts referred to in 14.01 (a), i), as Appendix "D" shall be distributed to the Steward Body and appropriate locations throughout the plant.

**14.01 (b)**

If a move is designated as temporary the employee will be returned to his/her previous job at the end of the temporary period. In the case of temporary postings, the temporary period of the posted assignment will not exceed one year.



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If a temporary promotion becomes permanent the job shall be filled in accordance with 14.01 (a) from among the employees who were eligible at the time that the temporary promotion was made.

#### **14.01 (c)**

In the event of curtailment of work, employees in the Job Progression affected shall move in the reverse direction of the Progression, and those who as a result are moved out of the Progression will move into the Labour Classification.

Before any movement in the reverse direction of the Progression due to curtailment of work commences, the Company in agreement with the Union, will arrange the placement of affected employees in suitable employment which they are willing to accept, and in such event placement may be made without application of 14.01 (a), ii).

In the event of a temporary curtailment of work for two (2) months or less, the Company shall assign the affected employees who remain in the plant to suitable work. Such employees shall

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**have** their previous rate maintained for the duration of the curtailment.

Employees who are curtailed for greater than ~~two~~ months and who remain employed will be paid for a maximum period of nine months at their previous rates; it being understood that during such period the Company may assign employees who have been moved out of the Progression to suitable work in Rate Code 60 or lower. Suitable work excludes trainee assignments.

#### **14.01 (d)**

None of the foregoing in 14.01 c) shall apply to those employees removed from a progression as a result of a failure to meet the job requirements.

#### **14.01 (e)**

Rate code 30 trades people hired directly into the trade or through internal job postings will **be** considered along with trainees in the same trades group for purposes of **curtailment** provided the safety and efficiencies of the plant can be maintained.

Note: This will pertain to trades people

entering the trades group as indicated above after January 1, 1990.

### Lay-offs & Recalls

#### 14.02 (a)

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In the event of layoff the employees with the least seniority will be laid off first provided that the remaining employees are:

(i)  
qualified to perform the available work

or

(ii)  
provided with up to 45 days of familiarization or training to enable them to become qualified to perform the available work. Such employees who receive this training or familiarization to avoid being laid off will not receive a change of schedule premium.

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#### 14.02 (b)

The Company shall give employees with one or more years' seniority a minimum

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of 30 days notice prior to the effective date of layoff or award pay in lieu thereof.

**14.02 (c)**

27  
D

When there is an increase in the work force after a layoff, the employees who have retained seniority will be recalled in the reverse order in which they were laidoff, (before new employees are hired) provided that:

i)

Such employees are capable of doing the work available

or

ii)

They can become qualified to perform the available work with up to 45 days of familiarization or training.

**ARTICLE 15 - BULLETIN BOARDS**

**15.01**

The Company agrees to supply the Union with bulletin boards for material approved by the Chief Steward or his/her designate.

## ARTICLE 16 - SAFETY, HEALTH AND WELFARE

### 16.01 (a)

The Company shall make reasonable provision for the safety and health of the employees during the hours of their employment and provide protective devices and other equipment, necessary to protect employees properly from injury, and the Union may, from time to time, meet with the Company to bring to the attention of the Company recommended suggestions in this regard. The Company will provide payment up to a maximum of \$70 for CSA approved safety shoes in November of each calendar year.

### 16.01 (b)

The **parties** agree to the establishment of a Committee comprised of 4 members appointed by the Union and 4 members appointed by the Company to advise Management of Safety and Health matters with particular emphasis on plant environmental conditions which may cause actual or potential safety or health hazards. The members shall

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choose one of their number who shall be  
Chairperson. The Company will make  
available to the Committee technical  
data and other information in its possession  
which may be necessary for the  
Committee's efficient functioning including  
information regarding known hazardous  
substances present at the work  
site. The Company will compensate  
members of the Committee for approved  
time lost from their regular work when  
engaged on the work of the Committee.

**16.01 (c)**

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2

The Company, through the Safety and  
Health Committee, will keep the Union  
and employees informed of known safety  
measures and hazardous substances  
to which employees may become ex-  
posed at their work place.

**16.02**

The Company agrees to provide and  
maintain suitable first aid equipment and  
facilities, lunchroom, locker, washroom,  
shower and sanitary facilities, and the  
Union agrees to co-operate fully with the  
Company in the maintenance of this  
service.

### **16.03 (i)**

If an employee incurs a disability which prevents him/her from performing his/her regular work but which does not render him/her incapable of carrying out other duties in the Bargaining Unit, the Company and the Union shall make every effort to arrange for the establishment of such an employee in a position suitable to his/her capabilities. The Company also agrees to maintain such an employee's rate of pay while specially placed.

### **16.03 (ii)**

If an employee is required to move out of his/her classification by reason of Company Policy or Government Regulation as they relate to Occupational Health and Safety the Company and the Union shall make every effort to arrange for the establishment of such an employee in a position suitable to his/her capabilities. The Company also agrees to maintain such an employee's rate of pay while specially placed.

### 16.03 (iii)

Required Special placements, including questions regarding light duties, rehabilitation and retraining, will occur through recommendations from a joint placement committee, comprised of the Chief Steward and the Manager of Labour Relations. This committee will meet at least every two weeks for the above purposes.

### 16.04

26/8  
An employee, who as a result of a lost time accident, suffered in the Company's employ is entitled to receive compensation under the Worker's Compensation Act, will be paid an allowance for the period of absence up to a maximum of fifty-two (52) weeks, provided he/she assigns to the Company all such compensation received by him/her in respect of the same period. The allowance will be equivalent to his/her regular earnings, exclusive of shift differential, for the period of absence up to a maximum of fifty-two (52) weeks.



## 16.05

Subject to only those changes which may be mutually agreed upon during the term of this Agreement, the Company will continue in force the benefits (including the amendments which have been negotiated) as provided in the existing Company Group Insurance Plans and Bargaining Unit Employee's Pension Plan on the same cost sharing arrangements as are presently in effect. In the event that the Company is obligated by law to contribute towards the cost of benefits similar to one or more of the benefits provided under the company's Group Insurance plans and Bargaining Unit Employee's Pension Plan, the Company may terminate or revise such Plans in order to eliminate any duplication of benefits or to ensure that additional cost imposed by law, are offset by reduction in the cost of the Company's and employee's contributions to such plans.

A summary of benefits covered in this article may be found in Appendix 'F'.

## ARTICLE 17 - LEAVE OF ABSENCE

### Leave for Union Business

#### 17.01 (a)

6/3/13

On written request of the National Union or Local Union President submitted reasonably in advance, the Company agrees to grant Leave of Absence ~~with~~ ~~out pay to~~ a maximum of 25 employees selected by the Union to attend to Union business when plant conditions permit. Such leave shall not exceed six (6) weeks in any twelve (12) month period for any one employee.

#### 17.01 (b)

6/3/13

On written request of the National Union or Local Union President submitted reasonably in advance, the Company agrees to grant leave of absence without pay for a maximum period of ~~one~~ ~~year to~~ not more than three (3) employees at any one time for Union Business. Leaves of absence for one year shall be renewed at the request of the Union provided reasonable notice is given.

### **17.01 (c)**

The provisions of (a) & (b) above shall also apply to any employee elected or appointed to full time work for the Energy and Chemical Workers Union or the Canadian Labour Congress and its affiliated organizations.

### **17.01 (d)**

In the application of (a) & (b) above the Union (National and/or Local) shall determine what constitutes Union business.

### **17.01 (e)**

Seniority shall be maintained and shall accumulate during such leave.

### **Leave for Other Than Union Business**

## **17.02**

Separate and apart from any leaves of absence granted by the Company on compassionate grounds or in respect of such emergent situations as bereavement, when Plant conditions permit and

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on written request to the Company submitted at least two (2) weeks in advance, an employee shall be granted a leave of absence without pay for a period up to a maximum of one year.

### **Return from Leave of Absence**

#### **17.03**

An employee upon return to work on the expiry of the leave of absence, under this Article will be entitled to resume the occupational classification he/she held prior to his or her leave of absence. For the purpose of curtailment, layoff or termination the employee on leave of absence will be treated in the same manner as if he or she were at work.

### **Leave for Sickness**

#### **17.04**

The Company will grant leave of absence where an employee is absent from work due to sickness established by reasonable medical evidence. Such leave of absence shall not be unreasonably terminated. It is understood by both parties that such leaves of absence

shall not be for an unlimited period of time.

**Bereavement Leave**

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**17.05**

In the event of the death of a member of an employee's immediate family, the employee will, upon request, be granted leave of absence with pay for a maximum period of three working days to attend the funeral. Normally such period will be from the day of death to the day of the funeral inclusive.

However, the period may include one day or two days immediately following the day of the funeral for travelling, or otherwise if the employee has a reason which is satisfactory to the Company. "Immediate Family" means father, mother, husband, wife, child, sister, brother, parents-in-law, grandparents, and grandchildren.

## ARTICLE 18 - MISCELLANEOUS

### 18.01

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A regular employee summoned for Jury Duty or subpoenaed as a witness will continue to receive his/her regular rate of pay, exclusive of shift differential, for those days of his/her regular schedule during which he/she is required to be absent. To be eligible for such pay, the employee must give adequate notice to his/her foreman of such proposed absence.

### 18.02

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A bonus of fifty (50) cents per hour will be paid for dirty work when approved by the employees' supervisors. A minimum of 8 hours premium will be paid whenever it is applied.

### 18.03

The temporary assignment to a tradesman of work of another trade will not affect his/her rate of pay, classification or seniority standing in his/her trade nor will it cause the demotion or lay-off of any tradesman, it being recognized that

a tradesman normally is assigned work of his/her trade. A tradesman will be held responsible for work of another trade only to the extent of his/her ability to perform such work. Such assignments will not be used to interfere with the distinguishing features of trades.

#### **18.04**

Persons outside the Bargaining Unit employed by the Company will not do <sup>3</sup>tasks that are normally done by members of the Bargaining Unit. Non-routine experimental work, instruction, training, or requested aid shall comprise the tasks done by such personnel.

Performance of work for the Company by contractors for services will not serve to deny any right an employee has under the terms of this agreement nor cause the lay-off of any employee in the Bargaining Unit.

Bargaining Unit growth will not be restricted as a result of contracting Out.

#### **18.05**

General Provisions for 12 Hour Shift

## Employees

i)

Twelve hour shifts will apply only to employees

ii)

The implementation of a twelve hour shift will be by mutual agreement between the Company and the Union.

iii)

Twelve hour shifts may only be implemented where seventy-five (75) percent of the employees in a unit or area petition for the change.

iv)

The Company and the Union will mutually agree on the constitution of units or areas.

v)

Two wage employees designated by the Union from the unit or area affected, will monitor the vote as outlined in part (iii) above.

vi)

Twelve hour shifts may be terminated for any of the following reasons:





- a) When more than 50% of the employees who are working twelve hour shifts on a unit petition to terminated twelve hour shifts at the end of a 54 week cycle.
- b) At the request of the Union after 30 days notice.
- c) At the request of the Company after 30 days notice.
- vii) Employees transferring from one unit to another will be subject to the shift schedule of that unit.

## **ARTICLE 19 - DURATION OF AGREEMENT**

### **19.01**

This agreement shall remain in full force and effect until January 31, 1992, and shall be automatically renewed from year to year thereafter unless either party notifies the other party in writing of the termination of or proposed revision or addition to the Agreement or any provision thereof. Such notification must be

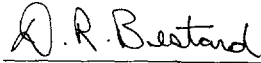
given not more than 120 and not less than 90 days prior to the 31st of January 1992 or in any year thereafter.

In such event, any negotiations with respect to such proposals, revisions or additions, shall commence within fifteen (15) days of such notice.

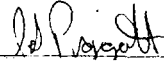
It is further provided the Agreement may be extended by mutual consent of the parties.

EXECUTED ON BEHALF  
OF NOVA PETROCHEMICALS INC.  
SARNIA COMPLEX BY:

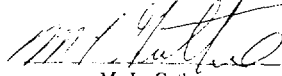
EXECUTED ON BEHALF  
OF ENERGY AND  
CHEMICAL WORKERS  
UNION LOCAL 914  
NOVA PETROCHEMICALS  
INC. UNIT SARNIA  
COMPLEX BY:



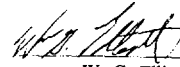
D. R. Bestard



I. S. Piggott



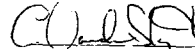
M. L. Guthrie



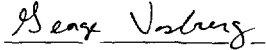
W. G. Elliott



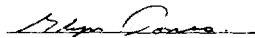
W. M. Brown



C. Vanderslagt



G. R. Vosburg



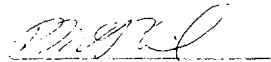
G. Jones



P. P. Soulard



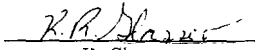
H. Kinart



P. G. McPhail



G. Burnard



K. Glasco  
President Local 914

Witnessed on behalf  
Energy And Chemical  
Workers Union By:

S. Sullivan - National Rep.

## APPENDIX "A"

### UNION STEWARDS

Trade, Department, Unit Area or Division	No. of Stewards	No. L
Pipefitters . . . . .	3	
Welders & Lead Burners . . . . .	1	
Boilermakers, Tinsmiths & Blacksmiths . . . . .	1	
Electricians . . . . .	2	
Shop Machinists . . . . .	1	
Carpenters . . . . .	1	
Painters, Insulators & Masons . . . . .	2	
 Group Leader . . . . .	 1	
Wage Planner & Hourly Safety Inspectors . . . . .	 1	
Mechanics . . . . .	4	
Instrument Department . . . . .	3	
 Garage & Truck Drivers . . . . .	 1	
Crane Operators & Riggers . . . . .	1	
Fire Protection & Storehouse . . . . .	1	
Helpers Pool, Laundry & Trades Assistant . . . . .	 1	
Labour . . . . .	2	
Utility & Gardeners . . . . .	2	
Janitor I . . . . .	2	
Janitor II . . . . .	2	
Steam & Power Plant . . . . .	4	
Feed Preparation . . . . .	1	

Butadiene .....	1	1
Refrigeration & Compression .....	3	
Styrene I .....	1	
Styrene II .....	1	
Biox .....	1	
Halobutyl .....	2	
Butyl II .....	2	
E.S.P.: Reactors, Recovery, Pumphouse, Pigment, Effluent..	2	
E.S.P.: Finishing .....	4	1
Stereo .....	2	
Laboratories: Analytical, Project, Polymerization, Sampling .....	1	
Laboratories: Process Control, Halobutyl .....	2	
E.R.D.D.: Pilot Plant, Application Lab .....	2	1
E.R.D.D.: R & D Building Groups ..	2	
E.R.D.D.: Compounding & Physical Testing - Days .....	1	
E.R.D.D.: Compounding & Physical Testing - Shift .....	1	
Distribution .....	1	
Corporate Research Group Fiberglas Annex .....	1	

68 Stewards  
6 Lead Stewards  
1 Chief Steward

**OCCUPATIONAL CLASSIFICATIONS AND WAGE RATES**

**APPENDIX "B"**

TRADES AND SERVICES CLASSIFICATIONS		UTILITIES CLASSIFICATIONS	PROCESS CLASSIFICATIONS	LABORATORY CLASSIFICATIONS	DISTRIBUTION CLASSIFICATIONS	STORES CLASSIFICATIONS	INSTRUMENT CLASSIFICATIONS	RATE CODE	EFFECTIVE FEBRUARY 1/90	EFFECTIVE FEBRUARY 1/91
Boilermaker Carpenter Electrician Garage Mechanic Machinist Mason Mechanic Pipefitter Refrigeration Mechanic Rigger Tinsmith Welder Insulator/Painter	Miscellaneous	Steam & Power Plant Compressor Mechanics Refrig. & Compression	Feed Preparation Butadiene Styrene Butyl II E.S.P. Stereo Pilot Plant Halobutyl Biox	E.S.P. Petrochemical E.R.D.D. Halobutyl Stereo Butyl II Corporate R & D						
Machine Shop Planner	Group Leader	Operator	Operator	Lead Technician	Group Leader	Group Leader	Group Leader	10	22.01	23.33
Class 1	Blacksmith Crane Operator Sign Writer Fire Equip. Serviceman Lead Fireman Backhoe Operator	Comp. Mechanic Class 1 Operating Assistant	Op Assistant	Technician	Sample Shipper	Spare Parts Man	Class 1 Mechanic	30	20.85	22.10
				Trainee				30	20.85	22.10
Trainee	Lead Fireman Trainee Laundry Oper. Loader Operator	Oper. Asst. Trainee	Oper. Asst. Trainee	Trainee Lead Counterman	Product Transfer/ Warehouseman	Lead Counterman	Trainee	40	18.29	19.39
Trainee		Oper. Assist. Trainee	Mat. Receiver Oper. Assist. Trainee	Trainee Utility Driver	Product Transfer/ Warehouseman Tr	Counterman	Trainee Tool Crib Attend.	50	17.22	18.25
Trainee	Gardener Truck Driver		Proc. Assist.		Material Handler	Counterman Trainee	Trainee Tool Crib Attend. Trainee	60	16.24	17.21
Trades Assistant	Helper							70	15.59	16.53
	Utility Labour								14.91	15.80
	Labour Janitor I, II								14.37	15.23
Summer Student								100	13.00	13.00

Shift Differential  
Effective Feb. 1/90

"A" Shift - 40¢/hr.  
"B" Shift - 78¢/hr.  
"C" Shift - \$1.36/hr.

"D" Shift - 52¢/hr.  
"N" Shift - \$1.18/hr.

Effective Feb. 1/91

"A" Shift - 42¢/hr.  
"B" Shift - 83¢/hr.  
"C" Shift - \$1.44/hr.

"D" Shift - 55¢/hr.  
"N" Shift - \$1.25/hr

**NOTE:** The wage supervisor rate will be as follows:  
Effective Feb. 1/90 - \$23.79  
Effective Feb 1/91 - \$25.22

**NOTE:** The temporary wage supervisor rate will be as follows: Effective Feb. 1/90 \$23.79  
Effective Feb. 1/91 \$25.22

## APPENDIX "C"



### NOTE: WAIVER SYSTEM

1. A waiver system is in effect whereby a worker may sign off from overtime for a minimum of 12 months. He/she will not be selected for any overtime in the plant, or assignments where use of the Accumulated Overtime List is the basis for selection unless all other eligible workers have been contacted. He/she will then be obligated to work overtime as outlined in 10.03 (a) and 10.09 (a).
2. A worker on waiver will retain the overtime credits he/she has at the time of the waiver and he/she will only accumulate charges for overtime hours he/she works.

### MEDICAL MODIFIED WORK

An employee placed on modified work shall not volunteer nor be asked to work overtime nor be charged overtime hours. (See 6c on page 89)



### OVERTIME AVERAGING PROCEDURE

1. Change of work group same classification

No averaging \*See Note Below

2a. Return from an absence up to (6)  
calendar months  
No averaging

b. Return from an absence over (6) calendar months

(i) Maintenance Department  
Average of plant overtime list at time of re-entry

(ii) All others  
Average of the overtime work group at time of re-entry

3. Temporary change of classification of less than (30) calendar days duration  
No averaging, plus all hours worked and declined to be added to his/her regular overtime list.

4. Permanent change of classification

(i) Maintenance Department  
Average of plant overtime list at time of entry

(ii) All others  
Average of the overtime work group at



time of entry

5. Temporary change of classification  
exceeding (30) calendar days

(i) Maintenance Department  
Average of Plant overtime list at time of  
entry

(ii) All others  
Average of the overtime work group at  
time of entry

6a. Return from above  
Original hours plus all hours worked  
and declined during the temporary  
assignment

b. Return from Voluntary Waiver  
Original hours prior to waiver plus the  
average of all hours worked and de-  
clined by their overtime work group  
during the absence

c. Return from Medical Modified Work  
After 60 calendar days average of the  
overtime work group.

7. At no time will any absence from an  
overtime work group and subsequent  
return result in being credited with fewer

overtime hours than when the employee departed.

\* Note: All employees making permanent lateral moves within the same classification in the Laboratory, Operating Refrigeration and Compression, Utilities, Pilot Plant and Biox Progression will be averaged into the Overtime work group they are entering.

## **OVERTIME WORK GROUPS**

### **A. TRADES & SERVICES PROGRESSION/INSTRUMENT DEPARTMENT PROGRESSION**

#### **Type of Overtime**

Refer to overtime work groups and overtime procedures as contained in, (Appendix "E" - Maintenance Practices RE Turnaround and Shutdown Staffing).

#### **1. Group Leaders**

An overtime work group is defined by the work group(s) to which group leaders are normally assigned.

2. Janitors
3. Backhoe Operators
4. Utility Labourers
5. Labourers
6. Loader Operators
7. Truck drivers
8. Laundry Operator
9. Boilermakers
10. Carpenters
11. Crane operators
12. Painter/Insulators
13. Refrigeration Repairman
14. Brick Masons
15. Tool Crib Attendants
16. Pipefitters
  - i) E.S.P., General Maintenance Heating and Ventilating

- ii) Halobutyl, Steam and Power
- iii) Stereo, I Plant B E 1, 2, 3
- iv) Butyl II, Styrene II and ERDD
- v) Vacation Relief, ECMS

17. Machinist

- (i) Machinist
- (ii) Machine Shop Planner

18. Riggers

19. Sign writer

20. Tinsmiths

21. Gardeners

22. Welders

23. Helpers & Trades Assistants

24. Garage Mechanics

25. Instrument Mechanics

- i) Electronics & Business Machines
- ii) Main Shops and Accounting Meters
- iii) Olefins, Aromatics, S. & P.P.
- iv) Halobutyl, Butyl II, Stereo, E.S.P.

26. Electricians

- i) Shop, S. & P.P., Olefins, Halobutyl &

Stereo

- ii) Butyl II, Aromatics, E.S.P., Pilot Plant, E.R.D.D. (R&D Bldg., Marketing Bldg., Applications Bldg.) and shift

27. Mechanics

- i) Halobutyl, S. & P. P., Biox, M.O.S., shift mechanics, M.P.G.
- ii) Butyl II, Aromatics (Styrene I & II), Marketing, Applications, R & D, Pilot Plant and Dehydro.
- iii) E.S.P., DAFT, Stereo, I Plant, BE #3, shift mechanics.
- iv) Compressor Crew, W.C.M.S. Valve Shop, Ignition and Beta crew (includes all analyzing machines) and Heating and Ventilating.
- vi) Vacation Relief (to be identified each year) Vacation relief people are eligible for overtime groups per daily/weekly assignment.

A)

Per weekly assignment providing he/she spends first full day in assigned area to be eligible for the following weekend coverage.

B)

If during weekly assignment he/she is assigned to another area for the day he/she will be eligible for overtime in both

areas for that day.

## **B. LABORATORY PROGRESSION**

- 1) E.S.P.
- 2) Halobutyl
- 3) Butyl II
- 4) Stereo
- 5) Petrochemical - GC Lab
- 6) Petrochemical - Analytical
- 7) Central Lab
- 8) Compounding and Physical Testing
- 9) Analytical E.R.D.D.
- 10) Research Technicians R&D Bldg.

## **C. OPERATING PROGRESSION**

1. E.S.P.
  - i) Finishing
  - ii) Recovery
  - iii) Reactor
  - iv) Pigment
  - v) Tank Farm
  - vi) Effluent
  - vii) Receiving Batch and Finishing
2. Stereo
3. Halobutyl
  - i) Polys
  - ii) Bromo

iii) Finishing

4. Butyl II

i) Polys

ii) Finishing

5. Feed Prep

i) I/BE3

ii) K-1

6. B.D.

i) A.R.U.

ii) BE2

7. Aromatics

i) Styrene I

ii) Styrene II

#### **D. REFRIGERATION AND COMPRES- SION PROGRESSION**

1. Halobutyl

2. E.S.P.

3. Butadiene

#### **E. UTILITIES DEPARTMENT PROGRES- SION**

1. Electrical Control

2. S. & P.P.

## **F. PILOT PLANT PROGRESSION**

1. Pilot Plant
2. Applications Laboratory

## **G. BIOX**

## **H. PURCHASING AND STORES DEPARTMENT**

1. West Area Stores and Main Storehouse

## **I. DISTRIBUTION**

1. Shipping and Product Transfer.

## **J. RISK CONTROL DIVISION**

1. Fire Protection

## **APPENDIX "E"**

### **MAINTENANCE PRACTICES RE:**

Turnaround & Shutdown Staffing.  
Overtime on Turnarounds.  
Overtime in General.  
Night Crews.



## **TURNAROUND & SHUTDOWN STAFFING**

Note:

Duration of a Turnaround or a Shutdown is defined as the period from blanking to de-blanking of the unit, both inclusive.

Assignment:

1. Work on a turnaround is recognized as a work assignment required of every worker unless excused for approved reasons.
2. A worker may be excused from these assignments if:
  - a) He/she has signed an overtime waiver (see Note - Appendix "C").
  - b) He/she has a permanent physical ailment which does not allow him/her to do the work required on a turnaround.
  - c) He/she has a temporary poor health condition.
3. Verification of conditions as stated in (b and c) must be made by the Medical

Department; workers excused for medical reasons will not be eligible for overtime anywhere for duration of the turnaround.

4. When a worker is assigned to a Turnaround he/she will normally complete this work assignment; e.g. he/she will return to the Turnaround assignment after an interruption, such as a priority Turnaround or **job**, which does not require the removal of all supplementary manpower.

If the interruption has required the complete removal of the supplementary manpower, when the Turnaround resumes the re-staffing will be carried out using the Plant Accumulated Overtime List which is currently in effect. Such interruptions must be for at least 3 days.

5. Assignments to a turnaround apply to day workers who work regular hours (07:30 hrs. - 16:00 hrs.) and in emergency, shift workers on their days off, for 8 hours only. Shift workers will be considered for any additional overtime according to their overtime credits.

Selections:

1. Unit personnel will form the basic turnaround crew, regardless of their overtime credits.
2. For additional crew, selections will be made from the Plant accumulated Overtime List which is current one working day prior to the start of the turnaround. The crew will not be changed during the term of the T.A. even though a later list has been issued. Those low in overtime credits will be selected for all turnarounds except those in S. & P.P. On T.A.'s in S. & P.P. in which no overtime is planned, those high in overtime credits will be selected. Exceptions may have to be considered where special skills or needs are required.
3. It is understood that selections for T.A. assignments are made from those workers that are available at the start of the T.A. Those workers who are not available due to training, meetings and union business will be selected for T.A. assignments.

In regards to vacation prior to a T.A.

- a) If the worker is scheduled to return to work on the first day of the turnaround,

he/she will be selected but will not be eligible for overtime on the preceding weekend.

b) If the worker is scheduled not to return to work until the second day of the turnaround he/she will not be selected for the turnaround, unless additional crew is required.

4. It may well be that a worker selected for a turnaround will come from an area which cannot afford at the time to contribute manpower to the turnaround. In such cases he/she will be replaced on his/her unit by a worker from an area which is contributing manpower.

5. Workers who are required to replace others going to a turnaround assignment will be chosen from those high on the overtime list of the area contributing the manpower.

#### **Overtime - On Turnarounds:**

1. A worker is eligible for overtime in his/her own work group as well as on the Turnaround. Priority is given to the Turnaround. Turnaround priority extends to 14:00 hrs. (2:00 p.m.), after

which time if the worker has not been selected for overtime, his/her regular ~~work~~ group will have priority.

2. Although assigned to a turnaround, a worker may decline overtime if he/she wishes as defined in 10.07 (i) of the Collective Agreement.
3. For the Turnaround crew overtime will be distributed according to the Overtime List that is in effect at the occasion of the incident of overtime.

**Overtime - General:**

1. Overtime will be distributed in accordance with Article 10.07.
2. Callouts
  - a) For areas having resident tradesmen in the specific trade required for the overtime, the tradesmen from the overtime work group will be called first as per Appendix "C", then from the plant list.
  - b) For areas not having resident tradesmen in the specific trade required, tradesmen from the Central trade forces will be called first - then, those from the rest of

the plant.

3) Workers assigned to another workgroup for a period of less than 30 days or as a replacement may participate in the overtime of that group, i.e. he/she will be eligible as per his/her overtime credit since he/she is recognized as a member of that work group. Record of such moves must be made to Shift Maintenance Foremen for call-out purposes.

The following guidelines apply to No. 3 above:-

- a) When a worker is loaned to another unit or area for a period of a week (7 days) or multiples of a week, the loan period will be considered to mean the weekend following and the interval weekends as the case may be. He/she is not eligible on the weekend prior to the loan period.
- b) When the loan period is less than a week, the worker will only be eligible for overtime on the designated days (24 hrs.) that he/she is on loan, except that the loan period extends across a weekend in which case he/she is eligible on the weekend.

4. If a worker is **excused** from working on

a turnaround for medical reasons he/she will not be eligible for overtime in any area of the plant (except that his/her special skills are required).

5. Most planned jobs provide opportunity for staffing with consideration for overtime; i.e., if a job is known to require overtime to complete it, the initial staffing should include the tradesmen who are eligible for the overtime. It is recognized that in spite of the above there will be situations where unplanned overtime will occur and circumstances do not allow for restaffing with the eligible tradesmen, the job will then be performed by those doing the work unless they decline and suitable replacements are available.

Needs for special **skill** and job continuity **will** also be considered as reasons for holding specific tradesmen on the job.

When an overtime situation occurs when **it** is necessary to staff for 2 consecutive periods of overtime, those low in overtime will be given the option **of** either period; the procedure continues with each person until the staffing is completed. The option will be explained as well as knowledge of

the job will allow. In cases of declines the worker will be charged with the greater of the two O.T. charges. When staffing for 2 periods of O.T. such as a period on Saturday and a period on Sunday, we will continue to treat these as two separate occasions except that the arrangement for the second period can be completed before the end of the work of the first period.

### **Night Crews:**

#### **1. Payment**

- a) The first two nights worked (excluding Saturday and Sunday and Friday where applicable) on the night work period will be paid at double time.
- b) The remaining nights will be paid at straight time for the first eight (8) hours of work and applicable overtime rates for work beyond eight (8) hours.
- c) Days off will continue to be Saturday and Sunday and Friday where applicable and will be paid if worked at the applicable overtime rates.



## **2. Selection:**

Without Overtime -

by assignment from those high on the overtime list selecting firstly for the evening period, secondly for the night period.

With Overtime -

selections will be made from the bottom of the overtime list, each employee in turn will have the option to choose the period he/she wishes to work, or decline the night crew. This procedure continues till there are no options left; since there is overtime involved each employee may exercise his/her option except that he/she may be obligated to work overtime as outlined in 10.07 (i).

If he/she declines to work on the night crew he/she will be charged with the greater of the overtime charges. He/she will still be eligible to work other overtime during the night crew period; he/she will not be charged for any of this overtime if he/she declines; however, if he/she works he/she will be charged for the overtime work in addition to the overtime charges he/she incurred for declining the night crew.

3. Upon request from those affected, time

sometimes lost on the first day after a night crew work assignment may be worked on the first day of a night crew assignment during regular hours at straight time.

4. Premium payment for night crews will not be recognized as overtime payment.
5. Re-staffing will be considered for night crews that extend beyond fourteen days.
6. When accepting a night crew assignment a worker must accept the total package which may include overtime hours as well as hours at premium time.

**NOTE:**

Priority Turnarounds are those turnarounds that are given priority over other turnarounds or shutdowns by mutual agreement between the Company and the Union.

**Work Group-** Is the resident crew or their replacements. (same job classification)

**Overtime Work Groups-** See Appendix "C"

3.5  
D  
2002-9101  
72  
080  
2112-9912  
090

**APPENDIX "F"**

**SUMMARY OF BENEFITS**

**COST SHARING FORMULA**

**1. Group Life Insurance:** 700/085

Approximately 2 x basic earnings in accordance with a schedule. 85% Co. Pd. 15% Empl. Pd.

**2. Weekly Indemnity:** 70-B/085  
74/075

Approximately 75% basic earnings in accordance with a schedule. 85% Co. Pd. 15% Empl. Pd.

**3. Long Term Disability** 70-0/085  
75/069997

60% of basic earnings on date of disability inclusive of any disability benefits from other sources (C.P.P. or W.C.B.) and subject to 80% (from all sources). Net basic earnings which ever is less. 85% Co. Pd. 15% Empl. Pd.

The Company will not reduce the amount paid by the insurer in the event of a Canada Pension Plan inflationary increase.

**4. Dental Plan** *20-E/085*

Plan will pay up to **85% Co. Pd.**  
**\$1500 per year for 15% Empl. Pd.**  
each employee and each eligible dependent as follows:

100% of the cost of basic and preventive care (routine oral examinations, cleaning, fillings) and

50% of the cost of restoration and replacement care (crowns, inlays, dentures).

*11/2* **Orthodontic Treatment**

50% of the cost of treatment based on the ODA schedule in effect during the term of this agreement, for dependent children ages 6 - 21.

Treatment required to correct malocclusions of the teeth (maximum benefit is \$1,000 per year for each covered dependent with a lifetime maximum of \$2,000.00).

**5. Major Medical Plan**

*70-21085*

Plan will pay 100% of covered expenses after satisfying an annual deductible of \$25/single and \$50/family for the employee and each eligible dependent.

85% Co. Pd.  
15% Empl. Pd.

*74*  
*6*

*7011-085*

**6. Supplemental Hospital Benefit**

Plan will pay the difference between semi private hospital charges and the standard ward rates paid by OHIP for the employee and each eligible dependent.

85% Co. Pd.  
15% Empl. Pd.

**7. Ontario Health Insurance**

**Plan: OHIP**

*701A-057*

Provides for the basic Hospital and Medical

57% Co. Pd.  
43% Empl. Pd.

Care the employee and each eligible dependent.

**8. Vision Care** 70-G/085

The plan will pay up to 85% Co. Pd.  
\$100 per two years for 15% Empl. Pd.  
each eligible dependent for  
prescribed vision care.

**9. Pension Plan for Wage** PPP

**Employees: Eligible after** ←  
**one year of service**

**Cost to employee:**  
3.4% of earnings to  
the year's Maximum  
Pensionable Earnings  
(YMPE) under C.P.P. in  
that year and

$$\frac{27}{1} \quad \frac{28}{1}$$
$$\frac{2}{2} \quad 03400$$

5% of earnings which  
are in excess of the  
YMPE in that year.

$$\frac{31}{05000}$$

**Company Cost:**  
Company shall be liable and  
contribute the balance of  
the cost of the Plan  
and shall comply with any  
funding and solvency

$$31,000 / 99999$$

requirements of any applicable legislation relating thereto.

**Note:** The above summarizes the highlights of the Health Care benefits and the Pension Plan. For administrative details refer to the full texts of all plans. Such texts will be made available to the Union.