

SOURCE	Co.		
EFF.	88	11	24
TERM.	90	02	28
No. Of EMPLOYEES	150		
NO. DE D'EMPLOYÉS	150		

AGREEMENT

BETWEEN

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

AND

**ENERGY AND CHEMICAL
WORKERS UNION
LOCAL 672 (REVAMP)**

1988 - 1990

THIS AGREEMENT is made and entered into
this 24th day of November, 1988

OCT 23 1988

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BETWEEN:

**DOW CHEMICAL CANADA INC.
SARNIA**

Hereinafter referred to as the **COMPANY**

— AND —

**ENERGY AND CHEMICAL
WORKERS UNION
LOCAL 672 REVAMP)**

Hereinafter referred to as the **UNION**

ARTICLE I PURPOSE

- 1.01** The Company and the Union desire to co-operate and work together harmoniously in promoting their mutual interest.
- 1.02** It is the desire of both parties to provide orderly procedures for collective bargaining, for the prompt and equitable disposition of grievances, and for the maintenance of mutually satisfactory hours of work, wages and working conditions.

ARTICLE 2 RELATIONSHIP

- 2.01** The Company recognizes the Union as the sole collective bargaining agency for all employees of the Company at its **Sarnia** Division, save and except sub-foremen, persons above the rank of sub-foreman, plant protection men, warehouse personnel, technical personnel, office staff and those persons covered under a collective agreement with Energy and Chemical Workers Union, Local **672**.
- 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.
- 2.03** 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.
- 2.04** It will be the Union Committee 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** (a) 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 appropriate employees designated in Article 2.01.

ARTICLE 3 - CONTINUED

- (b) Unless otherwise requested, the Company will deduct double dues to cover any arrears in Union dues, for Sub Foremen with Core seniority who are returning to the Bargaining Unit within the one-time grace period, as defined in Article 7.07(iv).
 - (c) Such deductions will be submitted to the Financial Secretary of the Union.
- 3.02** (a) The Chief Steward will be supplied with a current employee list, which will indicate newly hired hourly employees, within two (2) working days of date of hire, or bi-weekly if there are no recent hires.
- The list will contain employee name, number, wage classification, work group plus General and Group seniority, where applicable. Changes will be identified.
- (b) The Chief Steward will be supplied with the name and number of any employee laid off or otherwise terminated, within one (1) working day of lay off or termination.

ARTICLE 4

UNION COMMITTEE AND STEWARDS

- 4.01** The Company agrees to recognize a Union Bargaining Committee from and representing the employees, such Committee not to exceed four (4) members, all of whom shall be temporary employees of the Company's Miscellaneous Capital Revamp Group.
- 4.02** The Company agrees to recognize a Union Grievance Committee from and representing the employees, such Committee not to exceed three (3) members and one (1) group steward, all of whom shall be temporary employees of the Company's Miscellaneous Capital Revamp Group.
- 4.03** The Company agrees to pay straight time to employees for work time lost while attending Company-Union meetings during regular work hours.
- 4.04** The Company agrees to recognize one (1) steward from and representing employees of the bargaining unit as follows:

Miscellaneous Capital Revamp Group Employees — In each recognized group, one (1). In lieu of a steward, a named alternate will be recognized. All such stewards and/or alternates will be temporary employees of the Company's Miscellaneous Revamp Group who are members of the Union.

ARTICLE 4 - CONTINUED

- 4.05** The Union will provide the Company with an up-to-date list of the Union Bargaining Committee, Union Grievance Committee, Union group stewards and alternate stewards.
- 4.06** The four members of the Bargaining Committee will be the last laid off and the first recalled during their respective term of office.

ARTICLE 5
COMPLAINT AND GRIEVANCE PROCEDURE

- 5.01** (a) Complaints — Any employee who feels he has a complaint shall discuss the matter with his immediate supervisor with or without the assistance of his Union group steward as he so desires. Failing satisfactory adjustment of the complaint within the 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 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 — The employee shall inform his immediate supervisor of his intent to submit a grievance. The grievance shall then be reduced to writing with the assistance of the group 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 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 involving suspension or discharge is submitted to

ARTICLE 5 - CONTINUED

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 aggrieved employee shall have the right to be present, if he so desires. He 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 the 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** Any steward shall, after reporting to his immediate supervisor and when arrangements for relief have been made if necessary, be permitted to leave his work for a reasonable length of time when his presence has been requested by an employee in his 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 a steward to leave his building or department, he shall upon entering another building or department, report to the supervisor in charge of that building, stating his reason for being in that building, he shall return to his job as promptly as possible and upon returning shall at once report to his supervisor.
- 5.08** Any steward or member of the Union Committee leaving his work because of a grievance shall properly enter such time on his time record card.
- 5.09** An employee on duty, provided he first secures permission from his supervisor, will be permitted to leave his work without **loss** of pay for Union-Company business as provided in the Grievance Procedure. A man 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.
- 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 Chairman chosen by the other two members of the Board.
- 6.03** Within seven 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 Chairman 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 Chairman.
- 6.05** The Company and the Union will share equally the expenses of the Chairman, 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 add to 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

Seniority for employees will be applied in the circumstances set out in this Article:

ARTICLE 7 - CONTINUED

7.01 For the purpose of seniority there are two (2) types of employees:

i) Core:

Consists of a minimum of sixty (60) employees, classified as Revamp Level 4 and Revamp Mechanics and initially includes all those identified on the parties' list dated August 29, 1988. The minimum number includes those employees working and those on lay-off. No Core employees will be laid off or on lay-off as long as there are Term & Task personnel employed.

ii) Term & Task

Consists of twenty-nine (29) red-circled employees identified on the parties' list dated August 29, 1988, plus subsequent employees hired to a maximum of two (2) times the Core referred to in i) above.

7.02 (a) i) Newly-hired employees shall not attain seniority until they have accumulated sixty (60) worked days.

ii) An employee who has lost seniority due to lay-off and is rehired within one calendar year from the date of lay-off shall be considered to have already served his sixty (60) day probationary period.

(b) In the event of identical hiring dates, employees will have their position on the seniority list established by payroll number.

(c) i) Term & Task employees shall accumulate seniority only for the purpose of access to Core vacancies.

ii) Red-circled Term & Task employees shall accumulate seniority for the purpose of lay-off and recall.

iii) Core vacancies will be filled by the most senior qualified Term & Task employee. The trade in which the vacancy exists will be determined by the Company.

7.03 The company recognizes two (2) kinds of seniority, General and Work Group:

Seniority is based on accumulated service. Accumulated service is defined as **accumulated time** worked, including the probationary period unless service is broken by an absence of one (1) year for Core employees, thirteen (13) weeks for Term & Task employees, and sixty (60) days for red-circled Term & Task employees.

General:

Dates from the day an employee has accumulated sixty (60) worked days in the Miscellaneous Capital Revamp Group and shall be dated back to his date of hire.

ARTICLE 7 - CONTINUED

Work Group:

Dates from the day an employee has accumulated sixty (60) worked days in his assigned skilled work group and shall be dated back to his date of entry into his skilled work group. A Term & Task employee can not acquire work group seniority.

- 7.03** i) There are four (4) recognized skilled work groups. They are Mechanical, Instrument/Electrical, Protective Coatings and Utility.

Personnel assigned to the recognized skilled work groups shall be classified as Revamp Mechanics or Revamp Level 4.

- ii) There is one recognized unskilled work group. It is the Trades Assistance Group.

Personnel assigned to the Trades Assistance Group shall be classified as Revamp Level 1, 2 or 3.

7.04 Cut-Backs - Skilled Personnel

Employees assigned to the recognized skilled work groups shall be cut back with maintenance of rate, as follows:

1. Term & Task employees;
2. Probationary Core employees;
3.
 - i) Other Core employees that have accumulated respective work group seniority starting with the employee with the least amount of respective work group seniority, providing the employees retained are qualified and able to perform the required work.
 - ii) It is understood and agreed that Revamp Mechanics and/or Level 4 may elect to be laid off direct from their respective skilled work group in lieu of accepting work in the Trades Assistance Group and provided that all Term & Task employees have been laid off.
 - iii) In the event Revamp Mechanics and/or Level 4 with less seniority accept work assignments in the Trades Assistance Group and the workload increases in their respective skilled work groups, the Company will reassign qualified Revamp Mechanics and/or Level 4 back into their respective skilled work groups prior to recalling Revamp Mechanics and/or Level 4 that have elected to be laid off rather than accepting other work assignments in the Trades Assistance Group.

7.05 Lay-offs - Lay-offs in the Trades Assistance Group shall be as follows:

- i) Term & Task employees without regard to their seniority.

ARTICLE 7 - CONTINUED

- ii) Term & Task employees with red-circled general seniority rights.
- iii) Probationary Core employees.
- iv) Core employees with the least amount of general seniority

7.06 Recall

- i) The most senior Core employee laid off shall be the first recalled, provided the employee has retained his general seniority and is qualified and able to do the required work.
- ii) Providing all Core employees have been recalled, then the most senior **red-circled Term & Task** employee shall be recalled provided the employee has retained his general seniority.

7.07 Loss of Seniority

An employee shall lose all seniority and cease to be an employee if:

- i) The employee voluntarily quits
- ii) The employee is discharged for just cause and not reinstated
- iii) The employee is on continuous lay-off in excess of:
 - (a) sixty (60) continuous work days for redcircled Term & Task employees.
 - (b) thirteen (13) or more consecutive weeks for other Term & Task employees.
 - (c) one (1) year for Core employees.
- iv) A Core employee who accepts a sub-foreman position outside the bargaining unit and does not return within a one (1) time grace period of up to three (3) months.
- v) A Term & Task employee who accepts a subforeman position outside the Bargaining Unit.
- vi) As a special case 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 employee's absence.
- vii) As a special case the employee fails to report for work within five (5) consecutive working days after the postal registration date on his/her notification (notification considered adequate if by registered letter to last known address) to report for work from lay-off and during such period fails to notify the Personnel Department of the Company as to the reason for his/her absence, or if upon giving such notice the employee does not have an acceptable reason for his/her absence.

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 the qualifications of the job.

8.02 Work Schedule **for** Employees

- (a) General — The work day shall be from 7:30 a.m. to 7:30 a.m. the following day. The work week shall be from 7:30 a.m. Monday to 7:30 a.m. the following Monday.
- (b) Schedule **for** Day Workers — This group normally will work an eight (8) hour day from 7:30 a.m. to 4:00 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 7:30 a.m. to 3:30 p.m. with a twenty (20) minute paid lunch period.
- (c) 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 the work period.
- (d) All employees will work rotating shifts should the need for round-the-clock coverage increase in the future.
- (e) The Company will inform the Union of any exceptions to the above-stated hours before they are implemented.
- (f) 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.

Preference for overtime in the Miscellaneous Capital Revamp Group will be as follows:

- (1) Man on the job.
- (2) Other assigned job personnel.
- (3) Other qualified personnel

ARTICLE 8 - CONTINUED

Overtime will be distributed as equally as practical amongst qualified personnel. The Chief Steward will be supplied with an overtime list at the end of each quarter.

- (b) Overtime Transportation — The Company will provide transportation from the plant only to those employees who are asked to work overtime beyond their normal quitting times after they have reported to work that day, provided they live within a radius of 50 km. from the Sarnia Division plant.
- (c) Overtime Meals — The Company will furnish a meal to any employee who is requested to work past his regular quitting time at each regular meal hour which he is working. The regular meal hours are 7:30 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 shut-down or turnaround overtime work force. Employees called 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 the employee to bring his lunch. Employees held over from the midnight shift for periods expected to exceed one hour, will be provided with breakfast as near 7:30 a.m. as possible.

- (d) Day workers on overtime will be given a one-half hour period without pay during the 7:30 a.m. to 4:00 p.m. period to eat their meal. All other meals will be eaten in a 20 minute period on Company time.

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 regularly-scheduled days off.
 - (iii) hours worked continuous with and after working sixteen (16) hours in one work day.
 - (iv) a day worker who is requested and does work overtime during all or part of the midnight shift (11:30 p.m. to 7:30 a.m.) and by so doing misses part or all of his next regular day, will be paid at applicable rates for any hours worked after 4:00 p.m. on the following day.

ARTICLE 8 - CONTINUED

- 8.05** Change of Work Schedule
- (a) Double-time will be paid for the first eight (8) hours worked on a new work schedule to which an employee is transferred.
 - (b) A new work schedule is one where the starting time has been altered by more than one hour from that of the original work schedule, or there has been a change of regular days off.
 - (c) 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.
- 8.06** Minimum Pay for Call-Ins — When an employee is called in for work outside of his regularly-scheduled hours of work, he shall receive a minimum of four hours' pay at his regular rate. This does not apply when the work is continuous with regular time or when the broken work period is caused by leaving the Company area for meals.
- 8.07** Reporting Time — When an employee reports at his normal starting time and work is not available he shall receive two (2) hours' pay at his normal rate.

ARTICLE 9 STATUTORY HOLIDAYS

- 9.01** General — Days designated as Statutory Holidays are as follows:
- New Year's Day, Good Friday, Victoria Day, Dominion 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.
- (a) 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, that day off will be observed on the Monday immediately following.
- 9.02** Payment When Worked
- (a) An employee will be paid eight (8) hours Statutory Holiday pay for his normal hours of work on an observed Statutory Holiday.

ARTICLE 9 - CONTINUED

(b) Overtime at the rate of double the regular rate shall be paid for all hours worked on Statutory Holidays.

9.03 Payment if **Not** Worked — An employee will be paid eight (8) hours Statutory Holiday pay for his regular work hours on the observed Statutory Holidays should the employee not be required to work, with the following exceptions:

(a) Statutory Holiday pay will not be paid to any employee unless he has worked his scheduled day previous and his scheduled day following the observed Statutory Holiday.

(b) 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 reason.

(c) Statutory Holiday pay will not be paid to employees off for sickness.

(d) Statutory Holiday pay will be paid to all employees who have accumulated three (3) months of service, including the probationary period, unbroken by an absence of thirteen (13) or more consecutive weeks for Term & Task employees and one year for Core employees.

(e) Statutory Holiday pay will not apply to persons on lay-off.

(f) Employees with seniority will qualify for Statutory Holiday pay while on vacation.

ARTICLE 10 VACATIONS

10.01 Vacation pay for all employees in the bargaining unit will be at the following rates:

(i) less than two (2) years of accumulated service, four (4) percent of all monies earned.

(ii) more than two (2) years of accumulated service, six (6) percent of all monies earned.

(iii) more than nine (9) years of accumulated service, eight (8) percent of all monies earned.

Vacation pay will be included in the employees' bi-weekly pay.

Accumulated service is defined as accumulated time worked, including the probationary period, unless service is broken by an absence of thirteen (13) or more consecutive weeks for Term & Task employees, and one (1) year for Core employees.

ARTICLE 10 - CONTINUED

- 10.02** An employee may request time off for vacation. If the time off is granted, the employee will take the agreed vacation period without pay. The employee's seniority will continue to accumulate while on vacation providing the employee's time away from work does not exceed thirteen (13) or more consecutive weeks.

At the completion of the vacation period the employee will be returned to the employee's position providing the employee is senior to other's on the job and is qualified and able to perform the work.

ARTICLE 11
SAFETY AND HEALTH

- 11.01** 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 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 co-operate 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.

ARTICLE 12
FUNCTION OF MANAGEMENT

- 12.01** 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, retire, lay off, classify, transfer, promote, demote, assign work, 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.
 - (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 manufacturing and the nature and quality of its products.

ARTICLE 13

MISCELLANEOUS

- 13.01** 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.
- 13.02** Discipline
- (a) When an employee is to be given discipline that will be recorded on his personnel record, he shall be accompanied by his Union group steward unless the employee specifically requests that the steward not be present.
 - (b) A copy of all notices of disciplinary action will be given to the Chief Stewart unless the employees specifically asks that this not be done.
- 13.03** Bulletin Boards — The Company agrees to provide a bulletin board 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 him with one copy of each notice before posting.

ARTICLE 14

BARGAINING UNIT WORK

- 14.01** This group will work on miscellaneous capital and/or revamp type projects as directed by the Company.
- 14.02** It is understood and agreed that this Miscellaneous Capital Revamp Group will not do all of the Company's miscellaneous capital and/or revamp type projects and it shall be the exclusive right of the Company to decide what projects this group shall do.

ARTICLE 15

CONTRACTING OUT

- 15.01** The Company will continue to contract out complete or parts of miscellaneous capital and/or revamp type projects, at the Company's discretion.

ARTICLE 16
ACCESS TO ADDITIONAL SKILLS

- 16.01** The Company will continue to have access to employees' additional skills for the purpose of efficient planning and scheduling of manpower.
- 16.02** In addition, any employee in the Revamp Level 1-2-3 classification may be assigned to work with any work group as the work load dictates.

ARTICLE 17
LEAVE FOR JURY DUTY AND CROWN WITNESS

- 17.01** The Company will reimburse an employee called for jury duty, or as a Crown witness, up to the amount of the difference between his normal straight-time pay and the amount allowed by the Court.

To qualify for the reimbursement, the employee must give adequate advance notice to his supervisor, and obtain forms from the Personnel Office for completion by the Clerk of the Court.

ARTICLE 18
BEREAVEMENT PAY

- 18.01** 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, if necessary 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 day leave of absence with pay, if necessary, for the purpose of attending the funeral of the employee's grand-parents, grandchildren, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.



ARTICLE 19
DURATION OF AGREEMENT

- 19.01** This Agreement shall be effective from November 24, 1988 and shall remain in force and effect until February 28, 1990 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

Miscellaneous Capital Revamp Group	Existing	March 1/88	March 1/89
Revamp Mechanic	\$18.03	\$18.84	\$19.69
Revamp Level 4	15.58	16.28	17.01
Revamp Level 3	14.28	14.92	15.59
Revamp Level 2	13.59	14.20	14.84
Revamp Level 1	13.02	13.61	14.22

APPENDIX "B"

SENIORITY CONCEPT

For the purpose of seniority, there will be two types of employees: Core and Term & Task.

CORE

1. a) The Core employees will consist of all those who return to work after the labour dispute per the MCR Return to Work Agreement. Except for those named in #5 below, Core employees will be at Revamp Level 4 or Revamp Mechanic classifications.
 - b) Anyone not included in the above shall be a Term & Task employee and credited with seniority based on accumulated service.*
 - c) Through attrition the number of Core employees will be reduced to 60.
2. Core employees will have their recall rights extended to one (1) year.
3. An employee who accepts a position outside the Bargaining Unit will lose seniority after a one-time grace period of up to three (3) months, and will become a Term & Task employee with no seniority, if and when the employee returns to the Bargaining Unit.

The Company will deduct double dues at the Union's request, to cover any dues arrears for foremen with Core seniority returning to the Bargaining Unit, after the one-time grace period of up to three (3) months.

4. No Core employees will be laid off or on lay-off as long as there are Term & Task people employed.
5. a) Any employees on the payroll April 22nd, 1988, and who were Revamp Mechanics and were downgraded to Level 4's. will be reclassified as Revamp Mechanics upon return to work, per the MCR Return to Work Agreement.
 - b) Level 4 employees who meet the Company qualifications for Revamp Mechanics will be upgraded.

TERM & TASK:

1. Any MCR employee who returns to work following the labour dispute, and is not a Core employee, shall be a Term & Task employee.
2. Numbers: Maximum not to exceed two times the number of Core employees.
3. Subject to the understanding between the parties, Term & Task employees will receive all Benefits enjoyed by the Core employees (after completion of the normal waiting period) as per the Benefits booklet.
4. Term & Task employees will be entitled to Statutory Holidays as per Article 9 of the Collective Agreement, and based on accumulated service.*
5. Term & Task employees will be entitled to vacation as per Article 10 and based on accumulated service.*

APPENDIX B - CONTINUED

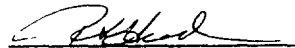
6. Seniority of the Term & Task employees will be based on accumulated service', including the probationary period.
 7. The sole purpose of seniority for Term & Task employees is access to Core status. There are no lay-off or recall rights.
 8. Core vacancies at Revamp Level 4 and Revamp Mechanic classifications will be filled by the senior qualified Term & Task employee. The trade in which the vacancy exists will be determined by the Company.
 9. Any new lists that may be generated by the formation of this concept will be provided by the Company, on a regular basis.
 10. Term & Task employees referred to in Attachment #5 of the Memorandum of Settlement dated November 17, 1988 shall be red-circled for the purpose of lay-off by seniority, and recall rights of sixty (60) working days.
- Accumulated time worked, including the probationary period, unless service is broken by an absence of 13 or more consecutive weeks for Term & Task employees or 1 year for Core employees.

IN WITNESS WHEREOF THE Parties hereto have caused these presents to be executed this 24th day of November, 1988.

Executed on behalf of
Energy & Chemical
Workers Union
Local 672, (Revamp)

Executed on behalf of
Dow Chemical Canada Inc.
Sarnia, Ontario

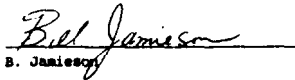
BY:



R. Head



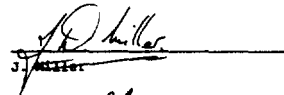
D. Nichol



B. Jamieson



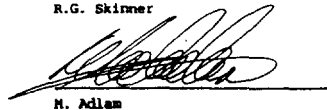
J. Bilham



J. Miller



R.G. Skinner



M. Adlam



Goodacre



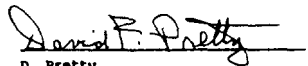
I. Downer



G. Tidball

Witnessed on behalf of
the National Union

BY:



D. Pretty



J. Haley

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