

# COLLECTIVE AGREEMENT

2012-09-16 through 2017-09-15

BETWEEN

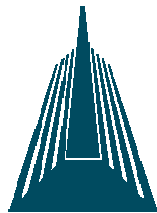
**IPEX INC.**

Hereafter called the «Company »

AND

**COMMUNICATIONS, ENERGY & PAPERWORKERS UNION OF CANADA  
LOCAL 21-A**

Hereafter called the « Union »



**IPEX**

Committed to Excellence

14831 (02)

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## **ARTICLE 1 - PURPOSE OF AGREEMENT**

- 1.01 The purpose of this agreement is to maintain a harmonious relationship between the Company and its employees and to provide an amicable method of settling any differences or grievances, which may arise with respect to matters, covered by this agreement.
- 1.02 The masculine gender, when used herein, includes the feminine.

## **ARTICLE 2 - UNION RECOGNITION**

- 2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all its employees working at its PVC and Fabrication plant situated at 4225-92<sup>nd</sup> Avenue, Shipping Yard at 4204-92<sup>nd</sup> Avenue and Poly (Manufacturing) Plant at 4848-92<sup>nd</sup> Avenue, Edmonton, Alberta, save and except office, clerical and sales personnel.
- 2.02 The word "Employee" or "Employees" wherever used in the agreement shall mean an employee or employees respectively in the bargaining unit as described in article 2.01 above.

## **ARTICLE 3 - UNION SECURITY**

- 3.01 All employees in the bargaining unit will become members of the Union and will pay regular monthly Union dues. As a condition of employment, all employees in the bargaining unit will authorize in writing, deductions from regular pay in an amount equal to Union dues.
- 3.02 The Company will make such deductions on the first and last payday of each month and remit the same by the fifteenth (15) day of each month to the Secretary-Treasurer of the Union, together with a written statement containing the names of the employees for whom the deductions were made and the amount of each deduction.
- 3.03 The employees shall make their contribution from the first day of employment with IPEX Inc.
- 3.04 The Company shall allow a meeting to be held during working hours between the new employee and the shop steward during New Employee Orientation. Such meetings shall last no longer than fifteen (15) minutes whether such meetings involve one (1) or more employees.

## ARTICLE 4 - UNION REPRESENTATION

4.01 The Union shall forward the following information to the Company, in writing, within thirty (30) days following the signing of this agreement:

- a) the names and titles of the members of the Union Executive: maximum four (4)
- b) the names of the shop stewards: maximum nine (9)

The Union shall also notify the Company of any changes to the above, within ten (10) days following such appointment or election.

4.02 The nine (9) shop stewards referred to in article 4.01 b) above shall be assigned as follows:

- × PVC Plant – one (1) steward per shift.
- × Fabrication Plant – one (1) steward per shift.
- × Shipping – one (1) steward.
- × Poly Plant – two (2) stewards

4.03 It is understood that the Union steward, like all other employees, has a regular job to do. However, the Company acknowledges that the Union steward shall be authorized to investigate any grievance in accordance with the grievance settlement procedure set out in article 10 of this collective agreement.

4.04 The Union steward shall not incur any loss of regular wages for time spent on investigations. He shall be required to obtain authorization from his supervisor or the supervisor's representative before absenting himself from his work to investigate any grievance. Authorization from the supervisor or the supervisor's representative shall not be refused without a valid reason. Upon his return, the Union steward shall inform the supervisor or the supervisor's representative.

4.05 The Company agrees, in accordance with the Grievance Procedure, to meet with the Grievance Committee which consists of three (3) members, namely, two (2) shop stewards or one (1) shop steward and a member of the Executive, the whole without any loss of regular wages for those scheduled to work at the time in question.

4.06 The Company agrees to recognize not more than three (3) members of the bargaining unit for the purpose of collective bargaining. The Company agrees that there will be no loss of regular wages for three (3) members of the bargaining Committee for the purpose of collective bargaining. The National Representative of the C.E.P.U. will also be recognized as a member of the Committee.

- 4.07 For the purpose of discussing issues of mutual concern the Company agrees to the formation of a Joint Union / Management Relations Committee which would be composed of the four (4) members of the Union Executive Committee with an equal number of designated management personnel as required. The meetings of this Committee would be to address any potential issues that may lead to conflict between the parties. Such meetings are not intended to alter or amend any provisions of the collective agreement. There will be no loss of regular wages for those scheduled to work at the time of the meetings.
- 4.08 a) The National Representative of the C.E.P.U. may attend any joint meeting held between the Company and the Union.
- b) The National Representative of the C.E.P.U. may meet with any officer of the Union or with any person covered by this agreement, on Company property, after obtaining the permission of the applicable Area Manager or his representative.

#### **ARTICLE 5 - UNION BUSINESS LEAVE**

- 5.01 a) The Company agrees to grant unpaid leave to employees designated by the Union to take part in Union activities outside the plant. Under no circumstances, however, shall the Company be obliged to grant such unpaid leave to more than two (2) employees at any given time, and total absences for such reason shall not exceed fifty-two (52) working days per calendar year. The Union shall notify the Company in writing at least seven (7) calendar days prior to any proposed Union leave day. In no event may such leave exceed ten (10) calendar days for any one employee.
- b) The above Union business leave(s) may be granted provided that operations will not be unduly affected.
- 5.02 The Company may, on application from the Union, grant up to one (1) year's leave of absence without pay to not more than one employee of the Company for full time service with the Union. Termination of this agreement will cancel any such leave of absence.
- 5.03 For the purpose of article 5.02 above, Group Benefits will not be extended during the leave of absence and no claim will be accepted for any loss incurred during such leave of absence. Group Benefits, however, will be reinstated if the employee returns to active employment on the first working day following the authorized leave of absence.

## **ARTICLE 6 - MANAGEMENT RIGHTS**

6.01 Subject to the terms of this agreement and the Law, the Union agrees that the Company has the exclusive right:

a) Generally, to manage the industrial enterprise in which the Company is engaged, to determine the number and location of its plants, the methods of production, schedules and shifts of production, kinds and location of equipment, machines and tools to be used, and the number and classification of employees required by the Company at any place from time to time; and to make rules of conduct and procedures for employees and to maintain order, discipline and efficiency. Such rules shall be outlined in the Employee Handbook prepared by the Company and issued to each employee. Any new rule shall be posted on the bulletin boards; the said rule will then come into effect fifteen (15) calendar days after posting.

b) To hire, classify, train, transfer, promote, demote, layoff and recall employees.

c) To discharge, suspend or discipline employees for just cause.

6.02 Front line supervisors from each department (PVC, Maintenance, Setup, Blending, Quality Control, Shipping, Fabrication and Poly) may perform duties covered by the bargaining unit, it being understood that their primary responsibilities are staff supervision and training. Such work shall not result in the layoff of any employee having completed the probation period.

6.03 With regard to other employees who are not part of the unit, the performance by them of duties covered by the bargaining unit shall be limited to occasional work restricted to situations involving training, emergencies, the breaking-in of new machinery, or increasing efficiencies on production lines. Such work shall not result in the layoff of any employee having completed the probation period.

## **ARTICLE 7 - NO DISCRIMINATION**

7.01 There shall be no discrimination by the Company or its representatives, or the Union, its representatives, or its members against any person employed by the Company because of race, religious beliefs, colour, gender, physical disability, mental disability, marital status, age, ancestry, place of origin, family status or source of income of that person or of any other person.

## **ARTICLE 8 - NO CESSATION OF WORK**

8.01 The Company shall not cause or direct any lockout of employees during the life of this agreement and neither the Union nor any representative of the Union, nor any employee shall in any way authorize, encourage or participate in any strike, work stoppage, slow down or restriction of output during the life of this agreement.

## **ARTICLE 9 - BULLETIN BOARDS**

9.01 It is agreed that the Company will provide the Union with a bulletin board in the Fabrication shop, one in the Poly Plant and another in the PVC lunchroom for the purpose of the bargaining unit notices and information. The Union agrees not to post anything objectionable to the Company.

## **ARTICLE 10 - GRIEVANCE PROCEDURE**

10.01 Definition of grievance: any disagreement with respect to the interpretation, application, administration, or alleged violation of the provisions of the collective agreement.

10.02 The Company and the Union agree that it is important that adjustment of grievances be made as speedily as possible according to the following procedures:

### **STEP 1:**

Should any employee feel that he has a grievance, the employee shall continue to work as per the conditions existing prior to the time the grievance arose, except in cases of discharge or suspension and such grievance shall first be taken up with the supervisor by the employee with or without the shop steward.

### **STEP 2:**

If settlement is not reached at Step 1, the employee shall, within fifteen (15) calendar days of the date of the event giving rise to the grievance, submit a written statement specifying the facts relating to the grievance which shall be prepared and presented to his applicable Area Manager with his Shop Steward present. The applicable Area Manager concerned shall within fifteen (15) calendar days following receipt of the employee's submission of the grievance, give written reply to the employee concerning his grievance.

### **STEP 3:**

If settlement is not reached at Step 2, the written grievance from Step 2 may, within seven (7) calendar days of the completion of Step 2 be presented to the Operations Manager or his representative by the Union: the Operations Manager shall thereafter schedule a meeting with the Grievance Committee no later than seven (7) calendar days from the date on which he received the written grievance. The Operations Manager or his representative shall reply, in writing, to the grievance within seven (7) calendar days of the date of the meeting between himself or his representative and the Grievance Committee.

10.06

STEP 4:

If settlement is not reached at Step 3, the written grievance may be referred to arbitration by the Union. The Union shall notify the Company of its intent to seek arbitration by written notice, within thirty (30) calendar days of completion of Step 3.

10.07

- a) In the case of a grievance where the Union is the grievant in its capacity as a party to the collective agreement or in the case of a grievance involving more than one employee, the President of the Union or his representative shall submit the grievance in writing to the applicable Area Manager concerned within fifteen (15) calendar days after the event giving rise to the grievance.
- b) The applicable Area Manager concerned shall issue a written reply to the President of the Union within seven (7) calendar days after the grievance is filed.
- c) If settlement is not reached, the procedure and the delays, as set out in Step 3 and following will then apply.

10.08

- a) In the case of a grievance where the Company is the grievant in its capacity as a party to the collective agreement, the applicable Area Manager concerned shall submit the grievance in writing to the President of the Union within fifteen (15) calendar days after the event giving rise to the grievance.
- b) The President of the Union shall within fifteen (15) calendar days following receipt of the Company's submission of the grievance give a written reply to the applicable Area Manager concerned.
- c) If settlement is not reached, the procedure and the delays, as set out in Step 3 and following, will then apply.

10.09

Each step to be taken under the grievance (including any reference to Arbitration) shall be taken within the time limits set forth in this article and article 11.01 or the matter shall be deemed to have been abandoned. The only exception to the preceding would be in the case where an employee is absent from work as a result of vacations, an accident (work-related or not) or illness, at the time of the event giving rise to the grievance. In such a case the time limits would be extended as of the employee's return to work.

10.10

Any and all the time limits fixed by this article for the taking of action by either party or by an employee may, at any time, be extended by mutual agreement in writing.

10.11

Discharge and Suspension

If any employee believes that he had been discharged or suspended without just cause, the matter shall be presented at Step 2 within five (5) calendar days after written notice of such discharge or suspension has been given.



## **ARTICLE 11 - ARBITRATION**

- 11.01 Within seven (7) calendar days of receipt of notification from the grieving party, the Company and the Union will endeavour to agree upon the selection of an Arbitrator. In the event the Company and the Union are unable to agree upon the selection of an Arbitrator, they will apply to have an Arbitrator appointed under Section 135 of the Alberta Labour Relations Code.
- 11.02 After an Arbitrator has been chosen, the Arbitrator will meet and hear the evidence of both sides and render a decision after the conclusion of the hearing.
- 11.03 The findings of the Arbitrator as to the facts and as to the interpretation, application, administration or alleged violation of the provisions of the agreement shall be conclusive and binding upon all parties concerned, but in no case shall the Arbitrator be authorized to alter, modify or amend any part of this agreement.
- 11.04 The Arbitrator shall be requested to give his award within a period of thirty (30) days after the close of the hearing.
- 11.05 Arbitration shall be heard at Edmonton, Alberta.
- 11.06 The issue(s) raised in the written grievance and in the written reply(s) thereto shall be presented to the Arbitrator and his award shall be confined to such issue(s).
- 11.07 The expenses of the Arbitrator shall be borne in equal shares by the Union and the Company.
- 11.08 The party calling witnesses shall pay the cost and allowances to be paid to the said witnesses.
- 11.09 Each party shall pay their own legal costs and expenses.
- 11.10 In disciplinary matters, the Arbitrator may confirm, modify or overturn the decision of the Company; he may, where appropriate, substitute therefore such decision as he considers fair and reasonable taking all the circumstances of the case into consideration.

## **ARTICLE 12 - DISCIPLINARY MEASURES**

- 12.01 Any employee who is summoned by the Company to a disciplinary meeting and who so wishes will be accompanied by his shop steward.
- 12.02 Every disciplinary measure must be put in writing and addressed to the employee concerned with a copy to the Union.
- 12.03 Where an employee has not been the subject of any disciplinary measure for a period of twelve (12) consecutive months, the disciplinary documents appearing in his record may not be invoked against him on any subsequent occasions.

## ARTICLE 13 - SENIORITY

13.01 The seniority of a person employed by the Company means the length of the employee's continuous service in the Company's employ.

13.02 In the case of two (2) or more employees starting on the same day, seniority shall be determined by the date and time of employment confirmation, meaning the first employee confirmed hired will have the most seniority.

### 13.03 Probationary Employee

Every new employee shall be on probation until he/she has completed four hundred and eighty (480) hours of work. During the probation period, the employee shall be entitled to all the benefits of the collective agreement except insurance benefits and recourse to the grievance procedure in the event of dismissal. However, if at any point in the probationary period, an employee is not able to perform his/her regular full-time duties and requires modified or restricted duties, the employee's probationary period will automatically be extended for a length equal to the time the employee is on such duties.

During the extended probation period, the employee shall be entitled to all the benefits of the collective agreement after completing their 480 hours, except recourse to the grievance procedure in the event of dismissal.

Every new employee shall also be eligible, during the probation period, to paid holidays in accordance with the provisions of the Alberta Employment Standards Code.

### 13.04 Temporary Employee

A temporary employee is one who has been hired for work of a temporary nature, or because of a temporary increase in production schedules or to otherwise provide relief for a period not exceeding four (4) months in each case.

It shall be specifically stated and acknowledged at the time of hiring that the individual is a temporary employee. A temporary employee shall have no seniority under this agreement.

At the conclusion of this temporary period the Company will decide whether such employee will be terminated or, whether the employee will become a probationary employee.

13.05 An employee shall lose his seniority and his employment in the following cases:

- a) If he leaves his employment voluntarily through resignation or retirement.
- b) If he is dismissed for just and sufficient cause.
- c) If he fails to respond to the Company within seven (7) calendar days after receiving a notice of recall.

Employees will be notified of recall by the Company in writing by same day courier service for those with a current address within the Edmonton area, and by next day courier service for those with a current address outside of the Edmonton area with return receipt requested, and sent to the last known address on file of the employee. If the notice is undeliverable at the last known address of file, the Company will be considered to have complied with the notice requirement and the Employee will break continuous service for all purposes.

It is the responsibility of a laid-off employee to notify the Company of any change in his mailing address in writing ("in writing" for these purposes will be any of the following: Email, Fax, or Registered Letter where a confirmation of receipt is possible).

- d) If he is laid off for a period equivalent to the seniority acquired by the employee to a maximum of twelve (12) months.
- e) If he is absent for three or more consecutive shifts without a valid reason.
- f) If he is absent due to accident or illness other than an absence resulting from an illness or accident covered by the Workers' Compensation Act for a period equivalent to the seniority acquired by the employee to a maximum of twenty-four (24) months.
- g) If he is absent due to illness or accident covered by the Workers' Compensation Act for twenty-four (24) months.

13.06 The effect of subsections f) and g) of article 13.05 above may be suspended by the Company in its discretion, if the employee is able to provide a clear opinion from the attending physician to confirm that the employee will be able to return to work within a further six (6) month period or such other timeframe as the Company may be able to accommodate without undue hardship.

13.07 If an employee inside the bargaining unit is transferred by the Company to a position outside the bargaining unit, such an employee's seniority shall accumulate for a maximum period of eighteen (18) months, after which, all rights to seniority with the union shall be severed.

## ARTICLE 14 - VACANCIES

14.01 Any vacant position, except Head Operator Lead hand, that the Company decides to fill shall be posted for seven (7) calendar days and the following information shall appear on the posting:

- a) position
- b) qualifications required
- c) work schedule
- d) wage
- e) department required

14.02 Any employee who is interested in the position posted in accordance with article 14.01 above may apply in writing by submitting his application to his his/her applicable Area Manager as the case may be.

14.03 The Company shall consider the following two (2) factors in determining which employee shall be selected;

- a) the seniority of the employee concerned, and
- b) the requirements and efficiency of operations and the ability, knowledge, training, and skill of the employee concerned to do the work.

When, in the objective judgment of the Company, factor b) is to all intents and purposes equal as between two (2) or more employees, then, the employee having the greater or greatest seniority will be selected.

14.04 Any employee selected for a vacancy or a new job, shall be on a trial period for up to ninety (90) calendar days. During this trial period, the employee must demonstrate that he can satisfy the requirements of the job to the satisfaction of the Company. If he is unable to do so, he shall be returned to his previous position and wages and all other employees who might have been affected by the employee's selection shall also be returned to their previous positions and wages. Anyone accepting a transfer to a new position through the job bidding process will remain in that position for a period of one (1) year from the date of transfer before being eligible to bid to another position, unless the change would be to a position which has a higher pay potential than the one presently occupied, in which case the employee would be eligible after six (6) months.

14.05 It is understood that it is the Company's right to balance the various shifts in accordance with its needs. In connection with the application of the foregoing, an employee's shift assignment may only be changed twice a year, once at the beginning of the calendar year and again, after consultation with the employee, at any other time during the calendar year.

## ARTICLE 15 - LAYOFF AND RECALL

- 15.01 In any case of reduction of the workforce or recall the Company shall consider the following two (2) factors in determining which employee or employees shall be laid off or recalled.
- a) the seniority of the employee concerned, and
  - b) the requirements and efficiency of operations and the ability, knowledge, training and skill of the employee concerned to do the work.
- When in the objective judgment of the Company, factor b) is to all intents and purposes equal as between two (2) or more employees, then the employee having the least or lesser seniority will be the first to be laid off.
- 15.02 In the case of a layoff the Company shall notify the employee three (3) days in advance of the layoff.
- 15.03 The employee laid off will then have the right to bump a more junior employee in his own department provided that he can perform immediately and in an efficient fashion the job of the employee so bumped. For purposes of bumping there are four (4) departments which are as follows: Fabrication, Shipping, PVC (including Maintenance, Setup, Blending, Material Handling, and Quality Control) and Poly.
- 15.04 If the employee laid off cannot bump as provided for under article 15.03 above, he shall be placed in an entry level position in either of the other three (3) departments provided that such a position is available.
- 15.05 Any employee who has been laid off by the Company for a period of twelve (12) months is entitled to receive the pay in lieu of notice provided for at article 56 of the Alberta Employment Standards Code. The said pay is as follows:
- a) One (1) week, if the employee has been employed by the Company for more than three (3) months but less than two years.
  - b) Two (2) weeks, if the employee has been employed by the Company for two (2) years or more but less than four (4) years.
  - c) Four (4) weeks, if the employee has been employed by the Company for four (4) years or more less than six (6) years.
  - d) Five (5) weeks, if the employee has been employed by the Company for six (6) years or more but less than eight (8) years.
  - e) Six (6) weeks, if the employee has been employed by the Company for eight (8) years or more but less than ten (10) years, or
  - f) Eight (8) weeks, if the employee has been employed by the Company for ten (10) years or more.
- 15.06 Recall shall be in the reverse order of layoff provided that the employees concerned are qualified to perform the work required.

## **ARTICLE 16 - TECHNOLOGICAL CHANGES, AUTOMATION AND MECHANIZATION**

- 16.01 The Company shall notify the Union two (2) months in advance of the intent to institute changes in working methods or equipment resulting from technological changes, automation and mechanization which will involve the layoff of any employee who has terminated his probationary period.
- 16.02 The Company in cooperation with the Government and the Union agrees to cooperate to obtain Government Assistance programs to retrain the affected employees.

## **ARTICLE 17 - HOURS OF WORK**

- 17.01 Existing hours of work will be defined in the collective agreement. The following is the normal hours of work for employees. Additional shifts shall be implemented after a fifteen (15) day notice given by the Company to the Union. For the purposes of this agreement, a workweek will be defined as commencing at 8:00 a.m. Monday morning and finishing at 7:59 a.m. the following Monday morning. A workday will be defined as commencing at 8:00 a.m. and finishing at 7:59 a.m. the following morning.
- 17.02 Existing shift schedules may be modified after a fifteen (15) day notice given by the Company to the Union.
- 17.03 DAYSHIFT
- a) The regular workweek for dayshift employees shall be a five (5) day schedule from Monday to Friday with forty (40) hours per week.
  - b) The normal work shift for employees assigned to the dayshift shall start between 6:00 am and 8:00 am.
  - c) Employees on dayshift shall have a half (½) hour unpaid meal break and two (2) fifteen (15) minute paid rest periods.
- 17.04 AFTERNOON SHIFT
- a) The regular workweek for afternoon shift employees shall be four (4) day schedule from Monday to Thursday with forty (40) hours per week.  
  
Notwithstanding the above; the regular workweek for afternoon shift employees at the Poly Plant shall be five (5) day schedule from Monday to Friday with forty (40) hours per week.
  - b) The normal work shift for employees assigned to the afternoon shift shall start between 2:30 pm and 4:30 pm.
  - c) Employees on afternoon shift shall have a half (½) hour unpaid meal break and two (2) twenty (20) minute paid rest periods.

17.05 CONTINUOUS OPERATIONS: TWELVE (12) HOUR SHIFT

- a) Production employees who work a continuous twelve (12) hour shift shall have the following schedules: from 8:00 a.m. until 8 p.m. and from 8 p.m. until 8 a.m.

Notwithstanding the above; production employees at the Poly Plant who work a continuous twelve (12) hour shift shall have the following schedules: from 7:00 a.m. until 7 p.m. and from 7 p.m. until 7 a.m.

- b) They shall work an average of forty-two (42) hours per week, or eighty-four (84) hours every two (2) weeks, according to the schedule given to all employees at the beginning of each calendar year.
- c) Employees who work a twelve (12) hour shift shall have three (3) paid thirty (30) minute periods for meals and rest.
- d) Employees working in the Blending Department shall be given ten (10) minutes before the end of their workday to take their shower.
- e) Employees who are asked to change their regular work schedule and who are not notified of this change at least twenty-four (24) hours in advance shall be paid time and a half for the next shift they work after the change.

17.06 Any employees who wish to switch shifts with other employees on a temporary basis shall submit their requests in writing, using the appropriate form, to their shift Supervisor and Manager for approval. The Company will accept no responsibility for any lost wages or premiums between employees.

**ARTICLE 18 - OVERTIME**

18.01 Any work performed by an employee at the request of his immediate supervisor shall be considered overtime work where the work is performed:

- a) over and above his regular work day, or
- b) over and above his regular week in the case of a Day Shift or Afternoon Shift employee, or
- c) over and above the total of eighty (80) hours in two (2) regular weeks in the case of twelve (12) hour shift employees.

18.02 All overtime work shall be paid at time and a half.

An employee who has left the plant and is called back in at a time that does not immediately precede his regular work hours' shall receive a minimum of three (3) hours wages paid at 1 ½. An employee will not be expected to work more than a maximum of ten (10) hours except for in cases of a catastrophic situation. The Company will also ensure that there is at least an eight (8) hour rest period in between a call in and regular shift.

All full-time production employees will be allowed to bank the overtime premium portion, up to a maximum of 4 of their regular shifts. This banked time will be taken during the Christmas shutdown period.

18.03 Overtime will be paid at a rate of Double Time (2X) an employee's base rate of pay after working three (3) consecutive hours of overtime over and above his regular scheduled work day.

18.04 Any employee who has not been advised otherwise and who reports for work as usual but is sent home because of a lack of available work shall be entitled to receive a minimum of three (3) hours' wages at his regular rate, provided that he was not notified by telephone or by any other message left at his residence. This shall not apply to employees who are returning to work after an unauthorized absence.

18.05 When the Company requires overtime work to be done, the overtime shall be allotted in the following way:

a) Overtime work due to the absence of an employee for two (2) shifts or less:

1. the work shall first be offered to the employees in the classification for which the overtime is required, in order of seniority: these employees may not come from the shift that precedes or follows the shift where the overtime is required.
2. if the Company cannot find a sufficient number of employees, it may then call upon other employees in the classification for which the overtime is required, in reverse order of seniority, and these employees shall be required to work the overtime hours.
3. For the purposes of the application of paragraph 2 above, the following classifications have been combined:
  - i) Head Operator Leadhand, Head Operator 1 and Operator 4
  - ii) Operator 2 and Operator 1



b) Overtime work due to the absence of an employee for more than two (2) shifts:

1. the work shall be offered to the employees in the classification or other qualified employees for which the work is required, in order of seniority, or the Company shall use any means necessary to perform the work.

c) Overtime work due to a fortuitous event:

1. the employees working on the shift where such event occurs shall be required to work a maximum of two (2) hours of overtime.

18.06 When the Company requires overtime work to be done, the overtime shall be allotted in the following way:

Dayshift Employees:

- a) the work shall be offered to the employees who normally perform the work in question, in order of seniority.
- b) if the Company cannot find a sufficient number of employees, it may then call upon other employees from among those who normally perform the work in question, in reverse order of seniority, and these employees shall be required to work the overtime hours.

**ARTICLE 19 - STATUTORY HOLIDAYS**

19.01 For the purpose of this agreement, the following days are recognized as statutory holidays for all employees:

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

19.02 An employee shall, on a statutory holiday, be entitled to compensation equal to his regular wages, excluding premiums, as if he were at work.

To be eligible for Statutory Holiday pay, an employee must be employed by the Company for at least 30 working days or shifts in the year before the general holiday, have worked his last scheduled work day prior to the recognized holiday and his first scheduled work day after the recognized holiday, unless the employee had obtained prior written permission from his /her applicable Area Manager. In the case of twelve (12) hour shift employees the employee must also work on the holiday itself where it is a scheduled working day.

19.03 All employees shall be entitled to eight (8) hours statutory pay on New Year's Day, Christmas Day and Boxing Day.

To be eligible for Statutory Holiday pay, an employee must be employed by the Company for at least 30 working days or shifts in the year before the general holiday, have worked his last scheduled work day prior to the recognized holiday and his first scheduled work day after the recognized holiday, unless the employee had obtained prior written permission from his /her applicable Area Manager. In the case of twelve (12) hour shift employees the employee must also work on the holiday itself where it is a scheduled working day.

19.04 An employee who is required to work on one of the statutory holidays referred to in article 19.01 shall be paid at time and a half for all the hours worked on that day. This employee shall also be entitled to payment for the statutory holiday, namely to compensation equal to his regular wages, excluding premiums.

19.05 If any of the statutory holidays provided for in this article coincides with an employee's vacation period, the employee shall be entitled, at his option, to either:

- a) an additional day to be taken on the working day preceding or following his vacation period, or
- b) payment for the said statutory holiday.

provided the statutory holiday was on a regularly scheduled work day for the employee.

## **ARTICLE 20 - VACATIONS**

20.01 It is hereby understood and agreed that in the application of the following provisions governing vacations and vacation pay, no employee shall be treated less favourable than is provided for under the Employment Standards Act.

20.02 The vacation period shall be the twelve (12) month period commencing on June 1 and ending on the following May 31.

20.03 An employee shall receive his vacation pay on his regularly scheduled pay period unless he advises the Company in writing one (1) month in advance of his intention to receive his vacation pay one (1) pay period in advance.

20.04

VACATION ENTITLEMENT	NUMBER OF DAYS			RATE
	Day Shift	Afternoon Shift	Continuous 12 hr	
1 year or more but less than 3 years of service	10	8	7	4%
3 years or more but less than 10 years of service	15	12	10	6%
10 years or more but less than 17 years of service	20	16	14	8%
17 years or more	25	20	17	10%

Employees' anniversary day will be recognized when considering entitlement.

20.05 a) Dayshift employees with less than one (1) full year's service as of June 1 are entitled to one (1) day per month of service to a maximum of ten (10) days paid vacation at a rate of 4% of regular pay.

b) Afternoon shift employees with less than one (1) full year's service as of June 1 are entitled to one (1) day per one and a half (1½) months of service to a maximum of eight (8) days paid vacation at a rate of 4% of regular pay.

c) Twelve (12) hour shift employees with less than one (1) full year's service as of June 1 are entitled to one (1) day per one and a half (1½) months of service to a maximum of seven (7) days paid vacation at a rate of 4% of regular pay.

20.06 Notwithstanding the provisions of articles 20.04 and 20.05, the employees who have not worked one thousand six hundred and fifty (1650) hours because of economic layoffs, during the preceding vacation period, shall only be entitled to vacation time pro-rated to the employee's vacation pay entitlement in the current vacation period.

Vacation pay entitlement for employees who have not worked one thousand six hundred and fifty (1650) hours shall be calculated at the applicable percentage as set out in article 20.04 or 20.05.

20.07 If an employee has an industrial or other accident or falls ill before leaving on vacation and if such accident or illness continues in such manner as would prevent him from being able to perform his work during the period scheduled for his vacation, he may postpone the said vacation to a later date, subject to the following:

- a) he must notify the Company before his vacation period begins.
- b) vacation postponed in this manner shall be taken at a later date to be determined by agreement with the Company, on condition that the vacation of another employee not be moved.
- c) the vacation must be taken by the following May 31.
- d) a medical certificate must be presented by the employee upon request by the Company.

If the employee is still incapacitated at the end of the vacation year, he shall not be permitted to carry the said vacation over into the next year and shall only receive his vacation pay.

20.08 Number of employees on vacation at the same time :

**PVC Plant:**

Production

- Maximum one (1) employee per shift team at a time from the following classifications
- Head Operator Leadhand, Head Operator 1, Operator 4 and Operator 3
- Operator 2 and Operator 1

Blending

- Maximum one (1) employee at a time

Quality Control

- Maximum one (1) employee at a time

Set Up

- Maximum one (1) employee at a time

Material Handling & Grinding Combined

- Maximum one (1) employee at a time

Maintenance

- Maximum one (1) millwright at a time
- Maximum one (1) electrician at a time

**Fabrication Plant:**

Fabricators

- Maximum one (1) employee per shift at a time

FRP

- Maximum one (1) employee per shift at a time

Bending

- Maximum one (1) employee per shift at a time

Quality Control and Material Handling Combined

- Maximum one (1) employee at a time

Maintenance

- Maximum one (1) employee at a time.

**Poly Plant:**

Production

- Maximum one (1) employee per shift at a time

Material Handling

- Maximum one (1) employee at a time

Maintenance

- Maximum one (1) employee at a time

Quality Control

- Maximum one (1) employee at a time

**Distribution:**

Yard

- Maximum two (2) employees at a time.

In connection with the application of Fabrication Department above, at no time may more than two (2) employees per shift take their vacation at the same time.

20.09 Employees shall choose their vacation dates in the following way:

- 1<sup>st</sup> Round: All employees who are entitled to two (2) weeks or more of vacation shall choose these two (2) vacation weeks in order of seniority.
- 2<sup>nd</sup> Round: All employees who are entitled to three (3) weeks or more of vacation shall choose their third (3<sup>rd</sup>) vacation week in order of seniority.
- 3<sup>rd</sup> Round: All employees who are entitled to four (4) weeks or more of vacation shall choose their fourth (4<sup>th</sup>) vacation week in order of seniority.
- 4<sup>th</sup> Round: All employees who are entitled to five (5) weeks of vacation shall choose their fifth (5<sup>th</sup>) vacation week in order of seniority.

20.10 Vacation Calendar

- a) Employees must notify the Company of their vacation date choices between April 1 and April 15.
- b) The Company shall post the vacation schedule no later than May 1<sup>st</sup>.
- c) Once this final schedule has been posted, no changes shall be permitted except by mutual agreement between the employee and the Company.

20.11 Upon agreement with his Manager, an employee may change his vacation dates provided that the vacation dates of other employees are respected.

- 20.12 a) If the Company determines that the plant is to be partially or totally closed during the summer, the employees shall be advised of the date and duration of such closing no later than April 1<sup>st</sup>. Between April 1<sup>st</sup> and June 1<sup>st</sup>, if the company is required to shut down the plant, the company and the union will meet and mutually agree to dates of partial or total closure during the summer. The Company may require employees to take all or part of their vacation during the summer closing period.
- b) If the Company determines that the plant is to be partially or totally closed during Christmas and New Year's shutdown, the employees shall be advised of the date and duration of such closing no later than one (1) month prior to the schedule shutdown.

## **ARTICLE 21 - BEREAVEMENT LEAVE**

21.01 Except for probationary or part time employees, leave without loss of wages shall be granted in the following cases: Paid time off is provided to allow employees time to handle personal matters due to death in the immediate family.

All full time employees are eligible to receive regular pay for up to three (3) consecutive scheduled working days for death in the immediate family. One of the days must include the day of the funeral. Immediate family includes parent, brother, sister, spouse, common-law spouse, child, grandparent, grandchild, legal guardian, and in-laws.

All full time employees are also eligible to receive regular pay for one (1) working day in order to attend the funeral service of an uncle, aunt, niece and nephew.

21.02 The affected employee must complete the Bereavement Leave Form which must include his applicable Area Manager signature.

21.03 An additional one (1) day may be granted without pay, with prior approval from the applicable Area Manager for unusual circumstances or extended travel.

## **ARTICLE 22 - LEAVE OF ABSENCE**

22.01 An employee who gives reason satisfactory to the Company may be granted an unpaid, personal leave of absence provided the employee can be spared.

22.02 During an authorized unpaid leave of absence, the employee and their eligible dependants are not covered for any benefits incurred during the leave of absence, in excess of fourteen (14) days. In the case of an authorized unpaid leave of absence in excess of fourteen (14) days benefits will be reinstated on the first working day following the leave of absence providing the employee returns to full time active duty on that date.

22.03 An unpaid leave of absence will be authorized when signed by the employee's applicable Area Manager.

22.04 An employee who works for another employer while on leave of absence from his/her employment with the Company will be terminated unless the Company grants the leave of absence to perform such other work or such other work conforms to the Company's understanding of the employee's reason for requesting the leave of absence.

## **ARTICLE 23 - JURY DUTY AND VARIOUS APPEARANCES**

- 23.01 a) Where an employee is summoned for jury duty, the Company agrees to maintain the employee's regular wages for the time spent as a juror. The employee will then have to reimburse the Company for all amounts received by him from the authorities for acting as a juror. Failure to do so shall be considered as overpayment of wages by the Company who shall then deduct the said amounts from the employee's paycheque(s).
- b) Employees are expected to return to work if they are excused from jury duty during regular working hours.
- c) Part-time employees will be given time off without pay.
- 23.02 An employee may be eligible for leave without pay when he is required to appear before a civil, administrative or penal court or tribunal in any case in which he is a party with prior approval from his/her applicable Area Manager.
- 23.03 Where an employee is required to be absent for any of the reasons referred to articles 23.01 and 23.02 above, he must notify his supervisor as soon as possible and be ready to produce proof or a certificate attesting to the facts in question. A copy of the official request must be forwarded to the applicable Area Manager.

## **ARTICLE 24 - INTERMITTENT ABSENCES**

- 24.01 Except for probationary and part-time employees, intermittent absences without loss of wages will be paid up to three (3) scheduled working days per calendar year at the employee's regular rate when the employee is unable to perform his regular duties for any reason.
- The intermittent absence allowance to employees who have less than a full year of service will be calculated on a pro-rated basis to the nearest day.
- 24.02 Day shift employees are eligible for three (3), eight hour (8 hr) intermittent absence days during the calendar year with pay.
- Afternoon shift employees are eligible for three (3), ten hour (10 hr) intermittent absence days during the calendar year with pay.
- 12-hour shift employees are eligible for three (3), twelve hour (12 hr) intermittent absence days during the calendar year with pay.
- 24.03 If intermittent days are remaining at the end of the calendar year, the Company will buy back the remaining eligible days at time and a half the employee's regular rate of pay. An employee will not be entitled to any buy back pay if his employment is terminated for any reason.



## **ARTICLE 25 - HEALTH AND SAFETY**

25.01 The Company and the Union recognize the benefits to be derived from a safe and healthy place of employment. It is agreed that the Company and the employees, Union Stewards and Officers, and all levels of supervision will co-operate fully to promote safe work practices, health conditions and the enforcement of safety rules and procedures in accordance with the requirements of the Occupational Health & Safety Act.

25.02 There will be a Joint Health and Safety Committee that shall consist of four (4) members from each party. This Committee will meet on matters of safety and health once a month except in case of emergency. Recommendations of this Committee will be addressed by the Company in an expeditious manner.

Employees on the Joint Health & Safety Committee will suffer no loss of regular earnings as a result of attending such meetings. Employees who attend such meetings on their day off shall be paid the equivalent of three (3) hours at the regular rate.

25.03 The Company and the Union agree that the Joint Health and Safety Committee shall be in accordance with the requirements of the Occupational Health & Safety Act and Regulations thereunder.

25.04 The Company agrees to contribute a maximum of one hundred and seventy five (\$175.00) dollars plus GST per calendar year for each employee towards the purchase of protective footwear.

It is absolutely mandatory to wear protective footwear that meets the requirements of the Company's policy while working at IPEX. New Hires will also be eligible for this contribution, however, any employee leaving employment within the probationary period will be responsible for repayment by way of payroll deductions on his/her final pay.

25.05 The Company will ensure an adequate amount of employees throughout the plant are certified in first aid. There will be a minimum of one (1) person per shift in each area of the plant. The certification will be at no cost to the employee.

## **ARTICLE 26 - GROUP BENEFITS**

26.01 The Group Benefits in effect on the date of signing the collective agreement shall be maintained under the current conditions. These benefits are as follows:

- 1) Group Life Insurance
- 2) Short & Long Term Income Replacement
- 3) Extended Health Care including Prescription Drug Benefits Card
- 4) Dental Care
- 5) Vision Care - \$200.00 per single vision, \$265.00 per bifocals in any 24 month period, plus \$75 every 24 months for eye exams.
- 6) Retirement Savings Plan

## ARTICLE 27 - WAGES AND PREMIUMS

27.01 The Company and the Union agree that the wages as set out in Appendix "A-1", "A-2", "A-3", and "A-4", hereto, shall be maintained during the term of this agreement.

27.02 a) Afternoon Shift Premium

Every employee who works the afternoon shift shall receive a premium of five percent (5%) of the employee's regular rate for each hour worked on this shift.

b) Night Shift Premium

Every employee who works the night shift, between the hours of 7:00 p.m. and 8:00 a.m. (to a maximum of 12 hours in one shift) shall receive a premium of six percent (6%) of the employee's regular rate for each hour worked on this shift.

c) The premiums provided for in paragraphs a) and b) above shall not be subject to overtime rates.

d) An employee who is designated by the Company as being on call shall receive the equivalent of eight (8) hours' wages at his regular rate. In cases where a Statutory Holiday exists on a Monday, the employee that is on call the week preceding that Statutory Holiday, will become on call for that Monday and, as a result, will be entitled to an additional three (3) hours' pay on that eighth (8<sup>th</sup>) day of being on call.

On call period is defined as Monday to Monday. Individuals on call will be designated as one (1) Millwright, one (1) Electrician and one (1) individual from Setup.

27.03 The Company agrees to pay two hundred fifty (\$250.00) dollars per calendar year for each Journeyman and Setup employee as a Tool Allowance, payable in September of each year.

## ARTICLE 28 - APPRENTICES

28.01 An Apprenticeship Program is in effect at the Company. It is within the Company's discretion to determine whether or not apprentice(s) are required. Pursuant to the foregoing the Company agrees to post the position of Apprentice in accordance with the vacancies provisions of the collective agreement.

28.02 In order to attain any level of Apprenticeship each employee is responsible for the following:

- Pass the entry-level exam provided for by the Apprenticeship Board.
- Work the required number of hours to attain the next level.
- Attend school and pass all courses and exams for the next level.
- Submit his book to Alberta Apprenticeship Board for approval.
- Inform the Company of their change in status.
- The Company will pay for all tuition, books and manuals upon successful completion of the course.

28.03 Apprentice Rates:

<b>YEAR</b>	<b>ALL TRADES</b>
1 <sup>st</sup> year	60% of Journeyman Rate
2 <sup>nd</sup> year	70% of Journeyman Rate
3 <sup>rd</sup> year	80% of Journeyman Rate
4 <sup>th</sup> year	90% of Journeyman Rate

## **ARTICLE 29 - TERM OF AGREEMENT**

29.01 This agreement shall be in effect from the date of signing namely September 16<sup>th</sup>, 2012 and shall expire on September 15<sup>th</sup>, 2017 and shall automatically be renewed from year to year, unless written notice of intent to terminate the agreement is given by either party within sixty (60) days prior to the termination of the agreement or any subsequent yearly period.

## **ARTICLE 30 - COMPLIANCE WITH PRIVACY LEGISLATION**

30.01 For compliance with Privacy legislation, IPEX and the Union agree to safeguard all personal information. "Personal Information" means any information about identifiable individuals, which includes but is not limited to age, home address and phone number, identification numbers, ethnic origin, personal opinions, evaluations, comments, disciplinary actions, social status, records of disputes. "Safeguard" means any method or combination of methods to protect the personal information from loss or theft, as well as unauthorized access, disclosure, copying, use or modification.

In witness thereof the parties have signed in  
Edmonton, Alberta on this 16th day of September 2012.



**IPEX INC.**



**COMMUNICATIONS, ENERGY &  
PAPERWORKERS UNION OF CANADA,  
LOCAL 21-A**

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**Jean-François Doyon**

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**Brian Campbell**

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**Sunny Kapur**

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**Janice Parsons**

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**Kamal Kumar**

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**Quinn Richardson**

---

**John Pun**

---

**Dave Parsons**

---

**Tom Marcotte**

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**Denise Syrnyk**

**APPENDIX "A-1" - PVC PLANT WAGE SCALE**

<b>Job Class</b>	<b>9/16/2012</b>	<b>9/16/2013</b>	<b>9/16/2014</b>	<b>9/16/2015</b>	<b>9/16/2016</b>
Operator 1 General Labour	\$20.91	\$21.54	\$22.24	\$23.01	\$23.82
Operator 2 Material Handler 1 Blender 1	\$22.18	\$22.84	\$23.58	\$24.41	\$25.26
Grinder Operator Shipper/Receiver Set Up 1 Shipper/Receiver Maintenance Labourer 1	\$23.10	\$23.80	\$24.57	\$25.43	\$26.32
Material Handler 2 Maintenance Labourer 2	\$24.03	\$24.75	\$25.56	\$26.45	\$27.38
Blender 2 QC Tech	\$25.57	\$26.34	\$27.20	\$28.15	\$29.14
Operator 3 Set Up 2	\$26.19	\$26.98	\$27.86	\$28.83	\$29.84
Operator 4 QC Leadhand Set Up 3	\$28.21	\$29.06	\$30.00	\$31.05	\$32.14
Head Operator 1 Set Up 4	\$30.81	\$31.73	\$32.76	\$33.91	\$35.10
Electrical Technician Head Operator Leadhand	\$33.70	\$34.71	\$35.84	\$37.10	\$38.39
Journeyman	\$39.78	\$40.97	\$42.30	\$43.78	\$45.32
Journeyman Leadhand	\$42.24	\$43.51	\$44.92	\$46.49	\$48.12

1st Year	2nd Year	3rd Year	4th Year	5th Year
3.00%	3.00%	3.25%	3.50%	3.50%

**APPENDIX "A-2" - FABRICATION PLANT WAGE SCALE**

<b>Job Class</b>	<b>9/16/2012</b>	<b>9/16/2013</b>	<b>9/16/2014</b>	<b>9/16/2015</b>	<b>9/16/2016</b>
Fab 1 General Labour	\$20.91	\$21.54	\$22.24	\$23.01	\$23.82
FRP 1 Material Handler 1	\$22.18	\$22.84	\$23.58	\$24.41	\$25.26
Fab 2 Fab 2 (Bending) Shipper/Receiver Maintenance Labourer 1	\$23.10	\$23.80	\$24.57	\$25.43	\$26.32
FRP 2 Fab 3 Material Handler 2 Maintenance Labourer 2	\$24.03	\$24.75	\$25.56	\$26.45	\$27.38
FRP 3 QC Tech	\$25.57	\$26.34	\$27.20	\$28.15	\$29.14
Fab 4	\$26.19	\$26.98	\$27.86	\$28.83	\$29.84
FRP Leader Fabricator Leader	\$28.21	\$29.06	\$30.00	\$31.05	\$32.14
Robotic Tech	\$33.70	\$34.71	\$35.84	\$37.10	\$38.39
Journeyman	\$39.78	\$40.97	\$42.30	\$43.78	\$45.32
Journeyman Leadhand	\$42.24	\$43.51	\$44.92	\$46.49	\$48.12

1st Year	2nd Year	3rd Year	4th Year	5th Year
3.00%	3.00%	3.25%	3.50%	3.50%

**APPENDIX "A-3" - POLY PLANT WAGE SCALE**

<b>Job Class</b>	<b>9/16/2012</b>	<b>9/16/2013</b>	<b>9/16/2014</b>	<b>9/16/2015</b>	<b>9/16/2016</b>
Operator 1	\$20.91	\$21.54	\$22.24	\$23.01	\$23.82
Material Handler 1 General Labour	\$21.15	\$21.78	\$22.49	\$23.28	\$24.09
Operator 2	\$21.49	\$22.13	\$22.85	\$23.65	\$24.48
Operator 3	\$22.36	\$23.03	\$23.78	\$24.61	\$25.47
Material Handler 2 Maintenance Labourer 1	\$22.58	\$23.25	\$24.01	\$24.85	\$25.72
Maintenance Labourer 2	\$23.46	\$24.17	\$24.95	\$25.83	\$26.73
Tech 1	\$24.71	\$25.45	\$26.28	\$27.20	\$28.15
QC Tech	\$25.57	\$26.34	\$27.20	\$28.15	\$29.14
Tech 2	\$27.22	\$28.04	\$28.95	\$29.96	\$31.01
Journeyman	\$39.78	\$40.97	\$42.30	\$43.78	\$45.32
Journeyman Leadhand	\$42.24	\$43.51	\$44.92	\$46.49	\$48.12

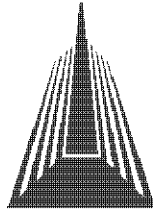
1st Year	2nd Year	3rd Year	4th Year	5th Year
3.00%	3.00%	3.25%	3.50%	3.50%

**APPENDIX "A-4" - DISTRIBUTION YARD WAGE SCALE**

<b>Job Class</b>	<b>9/16/2012</b>	<b>9/16/2013</b>	<b>9/16/2014</b>	<b>9/16/2015</b>	<b>9/16/2016</b>
Yardman General Labour	\$20.91	\$21.54	\$22.24	\$23.01	\$23.82
Material Handler 1	\$22.18	\$22.84	\$23.58	\$24.41	\$25.26
Shipper/Receiver	\$23.10	\$23.80	\$24.57	\$25.43	\$26.32
Material Handler 2	\$24.03	\$24.75	\$25.56	\$26.45	\$27.38
Forklift Operator 1	\$25.57	\$26.34	\$27.20	\$28.15	\$29.14
Forklift Operator 2	\$29.58	\$30.47	\$31.46	\$32.56	\$33.70
Head Shipper	\$37.60	\$38.72	\$39.98	\$41.38	\$42.83

1st Year	2nd Year	3rd Year	4th Year	5th Year
3.00%	3.00%	3.25%	3.50%	3.50%





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