

# COLLECTIVE BARGAINING AGREEMENT

*BETWEEN:*

**AT FILMS INC. (WESTLOCK)**

(Hereinafter referred to as “the Company”)



*AND*

**UNIFOR LOCAL 21-A**

(Hereinafter referred to as “the Union”)



**September 1<sup>st</sup>, 2018 to August 31<sup>st</sup>, 2021**

# INDEX

<b>Preamble</b> .....	<b>1</b>
<b>Article 1 – Recognition and Scope</b> .....	<b>2</b>
1.01 - Bargaining Agent.....	2
1.02 - No Individual Contracts or Agreements .....	2
1.03 - Definitions.....	2
1.04 - Scope.....	2
<b>Article 2 – Union Rights</b> .....	<b>2</b>
2.01 - Union Executive and Shop Stewards .....	2
2.02 - Union Committee Meetings .....	3
2.03 - Union Bargaining Committee .....	3
2.04 - Notification in Writing .....	3
2.05 - Union Activities on Site.....	3
2.06 - Union Access to Site.....	3
2.07 - No Discrimination due to Union Activity .....	3
2.08 - Pay for Union Activities.....	3
2.09 - Union Membership and Orientation .....	4
2.10 - Union Bulletin Boards .....	4
2.11 - Printing the Collective Agreement.....	4
2.12 - Access to Shop Stewards .....	5
2.13 - Information for the Union .....	5
2.14 - Contracting Out .....	5
2.15 - Union Office .....	5
2.16 - Bargaining Unit Work.....	5
<b>Article 3 – Union Dues Deductions</b> .....	<b>6</b>
3.01 - Dues Deductions and Remittance .....	6
3.02 - Dues on T-4 Slips.....	6
<b>Article 4 – Discipline and Discharge of Employees</b> .....	<b>6</b>
4.01 - Notice of Discipline .....	6
4.02 - Notice of Discharge or Suspension .....	6
4.03 - Union Representation.....	6
4.04 - Removal of Discipline.....	7
4.05 - Personnel File.....	7
<b>Article 5 – Management Rights</b> .....	<b>7</b>
5.01 – Management Rights.....	7

<b>Article 6 – Grievance Procedure .....</b>	<b>7</b>
6.01 - Definition of a Grievance .....	7
6.02 - Grievance Steps .....	7
6.03 - Grievance Initiated Immediately at Step 2 .....	8
6.04 - Consequences of Not Responding to Grievance .....	8
6.05 - Time Limit Extensions .....	9
6.06 - Pay For Grievance Meetings .....	9
<b>Article 7 – Arbitration .....</b>	<b>9</b>
7.01 - Referral to Arbitration .....	9
7.02 - Single Arbitrator.....	9
7.03 - Failure to Agree on Arbitrator .....	9
7.04 - Decision Final and Binding.....	9
7.05 - Time Limit Extensions .....	9
7.06 - Arbitration Expenses.....	9
7.07 - Arbitration Decision .....	9
<b>Article 8 – Human Rights and Anti- Harassment .....</b>	<b>10</b>
8.01 - Discrimination and Harassment Prohibited.....	10
8.02 - Complaint Procedure .....	10
<b>Article 9 – Seniority, Probation, Layoff and Recall .....</b>	<b>10</b>
9.01 - Probationary Period.....	10
9.02 - Seniority .....	10
9.03 - Loss of Seniority.....	11
9.04 - Seniority List.....	11
9.05 - Changes to Seniority List.....	11
9.06 - Seniority Layoff Procedures.....	11
9.07 - Recall Rights .....	12
9.08 - Recall Procedures .....	12
9.09 - Notice of Layoff.....	12
9.10 - Severance.....	12
9.11 - No Loss of Seniority due to Sickness or Injury.....	13
<b>Article 10 – Leave of Absence .....</b>	<b>13</b>
10.01 - Leave for Union Business.....	13
10.02 - Maternity Leave and Parental Leave .....	13
10.03 - Compassionate Care Leave.....	13
10.04 - Bereavement Leave .....	13
10.05 - Medical Leave .....	14
10.06 - No Doubling Up.....	14

<b>Article 11 – Health and Safety</b> .....	<b>15</b>
11.01 - Joint Commitment to Safety.....	15
11.02 - Joint Health and Safety Committee.....	15
11.03 - Protective Clothing and Equipment.....	15
11.04 - Safety Footwear and Clothing Allowance.....	15
11.05 - Payment for Required or Requested Notes or Medical Forms .....	16
11.06 - Legislation .....	16
<b>Article 12 – Hours of Work</b> .....	<b>16</b>
12.01 - Hours of Work.....	16
12.02 - No Guarantee of Work .....	17
12.03 - Notice of Termination of Compressed Work Schedule .....	17
12.04 - Reporting and Travel Pay.....	17
12.05 - Shift Change Pay .....	18
12.06 - Shift Relief.....	18
12.07 - Rest Periods .....	18
12.08 - Mutual Shift Exchange .....	18
<b>Article 13 – General Holidays</b> .....	<b>18</b>
13.01 - General Holidays Defined .....	18
13.02 - Eligibility for General Holiday Pay.....	19
13.03 - Pay for Working on a General Holiday .....	19
13.04 - Day of Observance and Substituted Days.....	19
13.05 - Holiday Allowance Limitations .....	19
<b>Article 14 – Vacations</b> .....	<b>20</b>
14.01 - Vacation Year .....	20
14.02 - Vacation Entitlement .....	20
14.03 - Vacation Pay .....	20
14.04 - Vacation Pay upon Termination .....	21
14.05 - Scheduling Vacation.....	21
14.06 - Vacation Carry Forward .....	21
<b>Article 15 – Payment of Wages</b> .....	<b>21</b>
15.01 - Pay Periods Defined.....	21
15.02 - Direct Deposit .....	21
15.03 - Deductions .....	21
15.04 - Pay Statements .....	22

<b>Article 16 – Job Postings .....</b>	<b>22</b>
16.01 - Notice of Job Postings.....	22
<b>Article 17 – Wages Classification.....</b>	<b>22</b>
17.01 - Classification of Existing Occupations and Wage Rates .....	22
17.02 - Reclassification of Existing Occupations and Classifications of New Occupations	22
17.03 - Employee Request for Change in Classification .....	22
17.04 - Employee Reassignment and Wage Rate Classification .....	22
17.05 - Work Force Reduction and Employee Reclassification .....	23
<b>Article 18 – Scheduled Outages, Shutdowns, and Force Majeure .....</b>	<b>23</b>
18.01 - Optional Employee Pay during Shutdowns and Layoffs.....	23
<b>Article 19 – Overtime.....</b>	<b>23</b>
19.01 - Overtime Definition and Rate.....	23
19.02 - Overtime Deferral.....	23
19.03 - Banked Overtime Provision .....	23
19.04 - Eligibility for Overtime .....	24
<b>Article 20 – Benefits Eligibility.....</b>	<b>24</b>
20.01 - Employee Benefit Plan Eligibility .....	24
<b>Article 21 – Duration and Renewal of Agreement.....</b>	<b>24</b>
21.01 - Duration of Agreement.....	24
21.02 - Notice of Negotiations for Renewal of Agreement .....	24
21.03 - Alberta Labour Relations Code Extension .....	25
<b>Schedule “A” Hourly Wage Rates .....</b>	<b>27</b>
<b>Apprenticeship Program .....</b>	<b>27</b>
<b>Letter of Understanding #1 – Company Benefit Plan and RRSP Plan .....</b>	<b>28</b>
<b>Letter of Understanding #2 – Maintenance Project Coordinator .....</b>	<b>28</b>
<b>Letter of Understanding #3 – Plant Coordinator .....</b>	<b>28</b>
<b>Letter of Understanding #4 – Paid Education Leave.....</b>	<b>28</b>
<b>Letter of Understanding #5 – Casual Employees .....</b>	<b>29</b>

**PREAMBLE**

**THIS AGREEMENT entered into this 11<sup>th</sup> day of June, 2019**

**BETWEEN:** AT Films Inc. a wholly owned company of British Polythene Industries, P.L.C. of the Town of Westlock, in the Province of Alberta

(hereinafter referred to as the “Company”)

**AND:** Unifor, LOCAL 21-A, of the Town of Westlock, in the Province of Alberta  
(hereinafter referred to as the “Union”)

**WHEREAS** This Agreement is entered into for the purpose of promoting and continuing harmonious relations between the parties; establishing wages, hours of work and terms and conditions of employment; and providing for the prompt and amicable adjustment of disputes which may arise between them.

**AND WHEREAS** The Union agrees that it will not cause, authorize or sanction, nor permit its members to cause or take part in any sit-down, stay-in or slow-down in any department or any strike or stoppage of any of the Company’s operations or any curtailment of work or restriction of or interference with production or any picketing of the Company’s premises during the term of this agreement.

**AND WHEREAS** The Company agrees that it will not cause or sanction a lockout during the term of this agreement.

## **ARTICLE 1 - RECOGNITION AND SCOPE**

### **1.01 Bargaining Agent**

The Company recognizes the Union as the exclusive bargaining agent for all employees except sales personnel as outlined in the Alberta Labour Relations Board Certificate #24-2014 dated March 19, 2014 and also excluding office and clerical personnel, for the purpose of collective bargaining in respect of wages, hours of work, seniority, grievance procedure and the other working conditions as are included in this agreement.

### **1.02 No Individual Contracts or Agreements**

The Company agrees not to enter into any agreement or contract with employees covered by this Agreement that conflicts with the terms of this Agreement. Any such agreement will be null and void.

### **1.03 Definitions**

In this agreement:

- (a) "Company" means the corporation AT Films Inc., a wholly owned company of British Polythene Industries, P.L.C.;
- (b) "Bargaining Unit" means the unit of employees as defined in Article 1.01;
- (c) "Union" means Local 21-A of Unifor Canada;
- (d) "Site" means place where work is being performed;
- (e) "employee" means anyone employed at the Site who is paid an hourly rate except staff personnel.

### **1.04 Scope**

This agreement covers all employees in the bargaining unit as defined above.

## **ARTICLE 2 – UNION RIGHTS**

### **2.01 Union Executive and Shop Stewards**

- (a) The Company agrees to recognize a Union Executive comprised of up to three (3) employees, one of whom is the Chief Shop Steward, who are elected or appointed at the workplace. The Union shall notify the Company in writing of the names of the Union Executive, Chief Shop Steward and Shop Stewards in advance. It is understood that the Shop Stewards may, with the permission of a Company supervisor, be permitted to leave their regular duties for a reasonable period of time in order to investigate and settle grievances. In the event that the Chief Shop Steward be on shift work or otherwise unavailable, he or she may appoint a designate with power to act in cases when the Chief Shop Steward is not readily available.

- (b) Subject to Article 21, the Company recognizes a Union Committee of not more than three (3) employees for the purposes of discussing grievances submitted to the Union Committee in accordance with the provisions of Article 6.

## **2.02 Union Committee Meetings**

Subject to Article 21, the Company recognizes a Union Committee of not more than three (3) employees for the purposes of meeting the appointed representatives of the Company at least once every quarter (if necessary) for the purpose of discussing matters affecting the workplace and arising from the application or interpretation of this Collective agreement.

## **2.03 Union Bargaining Committee**

Subject to Article 21, the Company recognizes a Union Committee of not more than three (3) employees for the purposes of negotiating the renewal of this agreement.

## **2.04 Notification in Writing**

The Union shall promptly notify the Company in writing or by email of the names of the employees comprising the Chief Shop Steward, Shop Stewards, Union Executive, National Representative, and of any changes in the personnel thereof. The Company shall inform the Union in writing or by email of the names of the Supervisors, Managing Director and Human Resources personnel with whom the Shop Stewards shall deal and any changes in the personnel thereof.

## **2.05 Union Activities on Site**

No one shall conduct Union activities at the Site during working hours except as specifically permitted in this agreement or as approved by management.

## **2.06 Union Access to Site**

The Company must receive prior notice of the attendance of any non-Company employed representative of the Union on said Site.

## **2.07 No Discrimination due to Union Activity**

There shall be no discrimination, intimidation, interference, restraint, coercion, attempted coercion by or on behalf of the Company or by or on behalf of the Union, its members or its agents because of any employee's membership or non-membership in the Union or any Union activity.

## **2.08 Pay for Union Activities**

- (a) For the purpose of Company / Union meetings the following shall apply. The members of the committee who are on duty shall be paid their straight time hourly rate for that part of their regularly scheduled working hours devoted to attendance at the meetings with the Company, provided only two (2) employees per shift may attend provided production requirements permit. The Company will pay up to two (2) such employees their regular rate of pay at straight time for time spent in meetings with the Company outside of the employee's regularly scheduled hours of



work. The Company will not pay for preparation time. A representative of the Unifor Canada may be in attendance at the meetings.

- (b) The Company will pay up to three (3) employees who comprise the Union Bargaining Committee at their regular rate of pay at straight time, as well as employer paid RRSP contributions and benefit premiums, for the time spent in bargaining during their regularly scheduled hours of work only. This does not include preparation time.

When the employee is on scheduled days off during the time spent in bargaining, the employee shall receive eight (8) hours straight time pay at their regular rate, as well as employer paid RRSP contributions and benefit premiums. This does not include preparation time.

## **2.09 Union Membership and Orientation**

- (a) It is hereby agreed that all employees shall become and remain members of the Union as a condition of employment, subject to any rights they have under the Labour Relations Code to apply for approved objections and subject to any positions they accept outside of the bargaining unit.
- (b) The Company shall notify new employees that the Site is unionized and will notify the Union Executive of new employees during their first week of work. A Union Executive member will be given a maximum of one (1) hour to conduct Union orientation with new employees within two (2) weeks of their first day of work without loss of pay.
- (c) The Union shall provide Union Dues Administration Cards to the Company. The Company shall have each new employee fill them out during their first week of employment where possible and will submit them to the Union on a monthly basis.
- (d) All employees shall, as a condition of employment, be required to execute an authorization directing that Union dues and assessments be deducted from their pay.

## **2.10 Union Bulletin Boards**

The Company agrees to provide one locked bulletin boards for the exclusive use of the Union for the posting of matters relating to Union business and Union meetings. The parties will agree on the location of the bulletin board. The Union is not permitted to post any information that is discriminatory, harassing, defamatory or libelous on the bulletin boards. The Union is solely responsible for any maintenance or replacement of the bulletin boards.

## **2.11 Printing the Collective Agreement**

The Company agrees to arrange and pay for the printing of the Collective Agreement in booklet form with copies for all employees, which will be printed at a Unifor printing shop provided their price is competitive.

## 2.12 Access to Shop Stewards

Employees may consult with the Shop Steward during their breaks. Outside of break times and if necessary, employees may consult with the Shop Steward about a union matter for a minimal amount of time during working hours provided they have obtained the permission of a Company supervisor in advance.

## 2.13 Information for the Union

The Company will supply the Secretary-Treasurer and President of the Local Union with the following information at the end of every month:

- (a) New Employees who have joined the bargaining unit during the month;
- (b) If there is no deduction for dues for an individual employee, the Company will advise whether it was because the employee was on leave of absence (LOA); medial leave (STD/LTD) or Workers' Compensation (WCB) at the time when deductions were made;
- (c) Employees who have been discharged, abandoned or have quit their employment during the month;
- (d) Any changes to the following information during the month if the employee advise the Company of same:
  - i. Name,
  - ii. Address with postal code,
  - iii. Telephone number,
  - iv. Email address.

The information collected by the Local and National Representatives shall be used in accordance with the Union's internal privacy policies. The Union will fully indemnify the Company against any claims or complaints arising out of its compliance with this Article.

## 2.14 Contracting Out

The Company agrees it will not bring contractors on to the Site to carry out work regularly performed by employees, except for maintenance work so long as no maintenance employee is laid off as a result and no qualified person on lay off is prevented from being recalled to a full-time position or from filling a full-time vacancy.

## 2.15 Union Office

The Company will allow the Union to use existing meeting space in the plant scheduled in advance and subject to approval by the Company. The Union will provide one locked filing cabinet for the Union's use which the Company shall allow the Union to store and access on Company premises.

## 2.16 Bargaining Unit Work

All handling, picking, loading, unloading, producing, folding, shipping etc. of products or other goods and materials, all housekeeping, and all regularly performed repairing and maintaining of equipment shall be carried on by Company Employees, members of the Union, in the categories covered in this Collective Agreement unless specifically agreed to otherwise by the Union.

### **ARTICLE 3 – UNION DUES DEDUCTIONS**

#### **3.01 Dues Deductions and Remittances**

- (a) The Company agrees to deduct, from the pay of each employee covered by this Agreement, an amount of Union dues or their equivalent as well as any initiation fees or any special assessments as specified by the Union in writing.
- (b) The Company shall remit to the Composite Local Union by way of direct deposit the total amounts deducted by the end of the month in which the dues were deducted. In consideration of the deducting and forwarding by the Company of the amounts deducted accompanied by a list of employees on the payroll for the pay period in which the deductions were made and the amount of such deductions for each employee, a copy of such list shall be given to the Secretary Treasurer of the Union and the Composite Local via email.
- (c) In consideration of the deducting and forwarding by the Company of the amounts deducted, the Union agrees to indemnify and save the Company harmless against any claim or liability arising out of or resulting from the operation of this clause.
- (d) It is understood that the formula for deducting dues and assessments shall not be changed more than three times per year and that the Union shall notify the Company in writing at least thirty (30) consecutive calendar days before such a change becomes effective.

#### **3.02 Dues on T-4 Slips**

The Company shall show the total amount of Union dues deducted on the employee's T-4 slip at the end of each calendar year.

### **ARTICLE 4 – DISCIPLINE AND DISCHARGE OF EMPLOYEES**

#### **4.01 Notice of Discipline**

- (a) The Company will forward a copy of any written reprimand placed in an employee's file to the Union, except when the employee concerned requests the Company not do so at the time the reprimand is discussed with the employee.

#### **4.02 Notice of Discharge or Suspension**

The Union will be notified in writing within three (3) working days of the reason for the discharge or suspension of any employee. Any discharge or suspension may be discussed as a grievance. In the event that an employee is discharged or suspended and subsequently exonerated and reinstated, the employee shall be reimbursed for and credited with the regularly scheduled normal number of hours of work, less earnings received from other employers, for that period.

#### **4.03 Union Representation**

Employees are entitled to have Union representation during meetings where the employee may be suspended or discharged by the Company, provided that the employee shall have the right to waive Union representation in writing in the presence of a shop steward.

#### **4.04 Removal of Discipline**

The Company will remove any formal discipline from the employee's file within twenty-four (24) calendar months of the discipline being given provided the employee has not received any further discipline of any kind in the interim.

#### **4.05 Personnel File**

Upon written request and by appointment, an employee shall be entitled to have access to his or her personnel file and shall be provided with copies of documents on the file within ten days of requesting same.

### **ARTICLE 5 – MANAGEMENT RIGHTS**

#### **5.01 Management Rights**

- (a) The Union recognizes the right of the Company, subject to the terms of this agreement, to manage and to direct the working forces, including the right to hire, promote or transfer any employee and for just cause to demote, discipline or suspend any employee or to terminate the employment of any employee.
- (b) The Union agrees that the Company may at any time change hours of work, determine or change work assignments or methods and select the materials to be handled, processed or manufactured.
- (c) The Union further recognizes the right of the Company to make and alter from time to time rules and regulations, not in conflict with this agreement, to be observed by the employees.

### **ARTICLE 6 – GRIEVANCE PROCEDURE**

#### **EMPLOYEE / GROUP OF EMPLOYEES GRIEVANCE**

#### **6.01 Definition of a Grievance**

A grievance is any dispute, complaint or disagreement between the parties that involves the interpretation, application or alleged violation of this Agreement.

#### **6.02 Grievance Steps**

- (a) Employee and Union grievances shall be resolved in the following manner:
  - Step 1 - Within five (5) working days of it arising, an employee shall discuss the matter in dispute with the employee's immediate supervisor in an effort to resolve the matter prior to filing a formal grievance. The employee may, if he or she desires, be accompanied and assisted by a Union Steward. Within five (5) working days of the Step 1 meeting, the immediate supervisor will provide a response to the aggrieved employee. If the matter remains unresolved, a formal grievance may be filed by the Union with the immediate supervisor. All formal grievances shall be in writing and shall state all facts which form the basis of the grievance, identify the specific articles of this Agreement that are alleged to have been violated, and state

the relief sought. Failure to file the formal grievance with Human Resources or Designate within five (5) working days following supervisor's response shall mean that the grievance is deemed to be abandoned.

Step 2 - Human Resources or Designate shall meet with the aggrieved employee or employees, the Union Steward and the Department Manager or Designate to discuss the grievance within five (5) working days of receipt of the formal grievance. Within five (5) working days of the Step 2 meeting, Human Resources or Designate will provide a written response to the Union Steward. If the grievance remains unresolved, the Union may refer the grievance to the Managing Director or Designate within five (5) working days following the response of Human Resources or Designate and the failure to do so shall mean that the grievance is deemed to be abandoned.

Step 3 - The Managing Director or Designate shall meet with the aggrieved employee or employees, the Union Executive or Designate, Human Resources or Designate, and the Department Manager or Designate to discuss the grievance within ten (10) working days of receipt of the grievance by the Managing Director or Designate from the Union provided it is received on time. Within five (5) scheduled working days of the Step 3 meeting, the Managing Director or Designate will provide a written response to the Union. If the grievance remains unresolved, the Union may refer the grievance to arbitration within five (5) working days following the response of the Managing Director or Designate and the failure to do so shall mean that the grievance is deemed to be abandoned.

- (b) Company grievances will be presented by the Company to a Union Executive member. The Company and a Union Executive member will meet to discuss the grievance within five (5) working days of the Union Executive member receiving it. If the grievance remains unresolved, the Company may refer the grievance to arbitration within five (5) working days following the meeting. Failure to do so shall mean that the grievance is deemed to be abandoned.

### **6.03 Grievances Initiated Immediately at Step 2**

A grievance involving suspension or termination, group grievances and policy grievances shall be submitted at Step 2 of the grievance procedure and must be submitted within fourteen (14) calendar days of the date when it arose.

### **6.04 Consequences of Not Responding to Grievance**

If the party responding to a grievance fails to respond within the time limits set forth in this Article, the grievance shall be advanced to the next Step.

### **6.05 Time Limit Extensions**

The time limits prescribed in this Article may be extended, but only by mutual consent of the parties in writing.

**6.06 Pay for Grievance Meetings**

Any meetings necessary to comply with the formal grievance procedure in this Article will be held during normal working hours at no loss of straight time pay for the employees concerned.

**ARTICLE 7 – ARBITRATION**

**7.01 Referral to Arbitration**

Where the Company or the Union refers a grievance to arbitration; they shall have thirty (30) calendar days to contact the other party to appoint a single arbitrator. Failure to request the appointment of an arbitrator within this period shall mean the grievance is deemed to be abandoned.

**7.02 Single Arbitrator**

The Board of Arbitration shall consist of a single arbitrator mutually agreed to by the Company and the Union who shall act as the Board of Arbitration.

**7.03 Failure to Agree on Arbitrator**

In the event that the parties cannot agree on a single arbitrator within fourteen (14) calendar days of a request under Article 7.01 above, then either party may request that the Minister of Labour appoint a single arbitrator. Failure to do so within a further fourteen (14) calendar days shall mean the grievance is deemed to be abandoned.

**7.04 Decision Final and Binding**

The decision of the arbitrator shall be final and binding on both parties but in no event shall the arbitrator have the power to add to, subtract from, alter or amend this Agreement in any respect.

**7.05 Time Limit Extensions**

Time limits set out in Article 7 may be extended by mutual agreement of the parties in writing.

**7.06 Arbitration Expenses**

Each party shall pay its own costs and expenses associated with the arbitration and one-half of the arbitrator's fees and expenses.

**7.07 Arbitration Decision**

The Arbitration Board shall issue a written decision within thirty (30) calendar days of hearing the evidence in the arbitration.

**ARTICLE 8 – HUMAN RIGHTS AND ANTI-HARASSMENT**

**8.01 Discrimination and Harassment Prohibited**

The Company and the Union agree that discrimination and/or harassment of any employee, supervisor or manager because of sex, colour, national origin, religion, age, marital status, sexual orientation or disability is strictly prohibited. Every employee, supervisor and manager has the right to work in an environment of mutual respect, free from discrimination and harassment based on any of the above categories. Actions contravening this Article may constitute grounds for discipline.

“Harassment” means any unwelcome physical contact, comments, gestures, body language, posting or distribution of material, or other behavior which has the purpose or effect of interfering with an employee’s work performance. Harassment is not to be construed as properly discharged supervision such as the delegation of work assignments or the assessment of discipline.

**8.02 Complaint Procedure**

Any complaint involving allegations of discrimination or harassment, as defined in Article 8.01, may be reported in confidence directly to Human Resources and or the Union. All complaints will be jointly investigated by Human Resources and a Shop Steward or a Union representative. All complaints will be investigated within three (3) business days, thoroughly, and in a manner that protects the privacy interest of all involved – the accused offender as well as the complainant as per Company policy. The name of the complainant or the accused offender or the circumstances related to the complaint will not be disclosed except where disclosure is necessary for the purpose of investigating the complaint, taking related disciplinary measures or as part of the grievance procedure.

**ARTICLE 9 – SENIORITY, PROBATION, LAYOFF AND RECALL**

**9.01 Probationary Period**

- (a) An employee shall acquire seniority status after the employee has been in the employ of the company for a probationary period of six (6) consecutive months.
- (b) During this period, the Company may terminate a probationary employee for any reason, provided it is not discriminatory or in bad faith, and agrees to inform the Union Executive of the termination.
- (c) The probationary period may be extended by mutual agreement of the Company and the Union Executive.

**9.02 Seniority**

Seniority shall be calculated to include the period of a person's employment from the most recent date on which the employee became employed by the Company.

**9.03 Loss of Seniority**

Seniority shall be lost upon termination of employment for any reason, as well as upon transfer to a position outside the bargaining unit. However,

- (a) Seniority lost upon a layoff lasting less than twelve (12) months shall be restored on re-employment; and
- (b) Seniority lost upon a transfer to a position outside the bargaining unit, together with full seniority credit for the time spent in the Company's employ outside the bargaining unit, shall be restored upon re-entering the bargaining unit, provided the period of employment outside the bargaining unit was not interrupted by a layoff of less than twelve (12) months.
- (c) Persons promoted or transferred to a position outside of the bargaining unit may be restored to their former classification at their own request, provided they have not been outside the bargaining unit for more than ninety (90) consecutive calendar days.

**9.04 Seniority List**

The Company agrees to provide the Union Executive with a copy of the current Seniority List on a monthly basis. The Company will post such Seniority List in a conspicuous place for review by all employees. The list shall include the employee's name and seniority date.

**9.05 Changes to Seniority List**

The Company will revise the seniority list from time to time and correct any errors to that list whenever proof of an error is submitted by the Union or any employee. The alterations or corrections shall be retroactive. No change shall be made in the seniority status of an employee without agreement with the Union.

**9.06 Seniority Layoff Procedures**

Prior to a layoff, probationary and casual employees shall be terminated first, provided there are available remaining employees qualified to perform the required work of those displaced.

Seniority shall govern in the case of a lay off which the Company expects to remain in effect for more than fourteen (14) consecutive calendar days, or a transfer or promotion to another classification provided the senior employee has the required skill and ability to perform the work.

- (a) If a temporary layoff becomes permanent or exceeds fourteen (14) consecutive calendar days in duration, the provisions of this Article shall apply immediately but without retroactive effects.
- (b) It is understood that the qualifications required for an entry position in a line of progression will be equivalent to those required to progress to the highest classification in such line of progression.



**9.07 Recall Rights**

When it is necessary to increase the working force, the Company shall recall available former employees who were laid off within the previous twelve (12) months provided they have acquired seniority according to Article 9.01(a) at the time of layoff and are qualified to perform the work.

**9.08 Recall Procedures**

- (a) Selection of laid off employees eligible for recall according to the provisions of Article 9.09 will be made as follows:
  - (1) In the case of vacancies, seniority at the time of layoff shall govern among laid off employees who have the required skill and ability to perform the work.
  - (2) The recall to work means the procedures by which the provisions of the present article are applied.
- (b) A laid off employee who has not filed a current address and telephone number with the Company shall be ineligible for re-employment under the provisions of this clause Article 9.09(a).
- (c) The Company will advise an eligible employee by telephone, confirmed by registered letter, or if unable to contact the former employee by telephone, by double registered letter of the availability of a recall. Should the laid off employee fail to reply in writing within five (5) days (excluding Saturdays, Sundays, and those holidays specified in Article 13.01(a) of this agreement) from the date of mailing of the registered letter to the last address filed with the Company the laid off employee shall be ineligible for re-employment under the provisions of Article 9.09.
- (d) A laid off employee who is unable or unwilling to accept re-employment when required by the Company shall be bypassed for another qualified laid off employee in accordance with the provisions of Article 9.09(a). If no qualified laid off employee is available the vacant position will be filled by other candidates for employment.

**9.09 Notice of Layoff**

The Company will communicate to the Union, any layoffs planned by the Company as soon as practicable before they occur.

**9.10 Severance**

- (a) In the event of a permanent layoff or plant closure, a core employee shall receive severance allowance provided he fulfills all obligations to continue to be regularly at work until the specific date of the layoff.
- (b) The amount of severance payment shall be, an amount equal to two (2) weeks' pay plus two (2) weeks of pay for each year of service times the employee's regular rate of pay at the time of severance, provided the employee has at least one year of continuous service with the Company. Severance pay for a partial year of service will be calculated on a prorated basis. A week's pay shall equal forty (40) hours at the employee's base hourly rate, exclusive of premiums and other allowances.

- (c) For new employees hired after September 01, 2015, the amount of severance payment shall be an amount equal to two (2) weeks' pay plus one (1) week of pay for each year of service times the employee's regular rate of pay at the time of severance to a maximum pay of 26 weeks, provided the employee has at least one year of continuous service with the Company. Severance pay for a partial year of service will be calculated on a prorated basis. A week's pay shall equal forty (40) hours at the employee's base hourly rate, exclusive of premiums and other allowances.
- (d) The Company will provide continued coverage of benefits for a period of sixty (60) calendar days when an employee is permanently laid off.

**9.11 No Loss of Seniority due to Sickness or Injury**

Employees shall not lose seniority during absence due to sickness or injury.

**ARTICLE 10 – LEAVE OF ABSENCE**

**10.01 Leave for Union Business**

- (a) Members of the Union not exceeding two (2) in number at any one time, may be granted reasonable leave of absence without pay for the purpose of attending to Union business, provided the Company approves a written request of Leave of Absence with a minimum of fourteen (14) days' notice. Each individual leave of absence so granted shall not in any event exceed a period of fifteen (15) consecutive calendar days.
- (b) The Company agrees to continue the wages, premiums, vacation pay, RRSP contributions, benefits, etc. for members who are away from the workplace during the employees scheduled shift(s) due to Union business, as authorized by the Union Executive and approved by the Company.

The Company will submit itemized bills on a monthly basis to the Local Union which shall be paid promptly once verified.

**10.02 Maternity Leave and Parental Leave**

The Company shall grant Maternity and Parental Leave in accordance with the requirements of the Employments Standards Code.

**10.03 Compassionate Care Leave**

The Company shall grant Compassionate Care Leave in accordance with the requirements of the Employments Standards Code.

**10.04 Bereavement Leave**

- (a) An employee who has been employed by the Company for thirty (30) consecutive calendar days shall be eligible for the following bereavement leave:

1. In the case of an absence from work for the purpose of arranging and/or attending the funeral of a spouse or child, up to a maximum of five (5) consecutive days

commencing in the period between the date of death and date of the funeral.

2. In the case of an absence from work for the purpose of arranging and/or attending the funeral of a mother, father, sister, brother, mother-in-law, father-in-law, or grandchild, up to a maximum of three (3) consecutive days within the period commencing on the date of death and extending up to and including the date after the funeral.
  3. In the case of an absence from work for the purpose of arranging and/or attending the funeral of a grandmother, grandfather, brother-in-law, sister-in-law, son-in-law, or daughter-in-law, up to a maximum of one day within the period commencing on the date of death and extending up to and including the date after the funeral.
- (b) Where any bereavement leave falls on a day on which the employee is regularly scheduled to work and would have worked had the employee not been granted bereavement leave, the employee shall be paid a bereavement allowance for each day equivalent to the employee's applicable straight time hourly rate for the employee's normal scheduled number of daily hours.
- (c) If any employee is absent from work for vacation, a recognized holiday described in Article 13.01(a) illness, or a leave of absence, the employee shall not be entitled to any bereavement allowance during the absence. To receive the bereavement leave entitlement and allowance, the employee must notify the Operations Manager or designate as soon as possible following the bereavement.

#### **10.05 Medical Leave**

- (a) Employees on medical leave shall submit periodic medical reports from their attending physician to the Company. When employees are deemed fit to return to work by their physician, they shall provide the appropriate medical documentation from their attending physician to the Company.
- (b) In the event the Company requires more information than what is provided in the medical report or documentation from the employee's attending physician, the Company may require the employee to attend a Company appointed physician and prepare an appropriate report at the Company's expense.
- (c) Any employee on medical leave shall be entitled to submit their claims directly to the insurer and can ask to receive benefits from the insurer via direct deposit or by cheques mailed to their home if their application is approved by the insurer.

#### **10.06 No Doubling Up**

An employee shall not be entitled to be paid under more than one clause of this Article IX unless otherwise specifically provided, and in any event the rate of payment, excluding the minimum payment and traveling allowance provided for in clause (e) shall not exceed twice the straight time hourly rate except in respect of work performed on the recognized holidays specified in clause (b), in which case such rate, excluding the traveling allowance and minimum payment provided for in clause (e) but including the holiday allowance, shall not exceed two and one half (2.5) times the straight time hourly rate.

## **ARTICLE 11- HEALTH AND SAFETY**

### **11.01 Joint Commitment to Safety**

The Company and the Union recognize their mutual interest in safe working conditions and a high level of safety awareness among all employees. To this end the Company agrees to continue to make reasonable provisions for the safety of employees during the hours of their employment, and both the Company and the Union agree to participate in the co-operative and advisory activities specified in this Article 11.

### **11.02 Joint Health and Safety Committee**

The Company recognizes a Joint Committee on Occupational Health and Safety that shall meet at least once a month to discuss safety matters and to make recommendations to the Company on safety. The Joint Committee on Occupational Health and Safety shall be composed of an equal number of representatives each selected by the Union and the Company respectfully.

The Union shall select its three employee representatives from the employees regularly assigned to, or who are familiar with the plant area. If an employee resigns from the Joint Committee on Safety or is terminated, the Union shall, within ten (10) days, select a replacement that is regularly assigned to or familiar with the area from which the employee resigned or was terminated.

The committee will meet once a month. The Company and the Union shall each appoint a Co-Chairperson who shall alternate chairing the meetings.

The committee will review health & safety issues, keep meeting minutes, review Accident & Incident investigations, review Health & Safety policies and procedures, and make recommendations to the Company, as per the Health and Safety legislation and the Company, as per the Health and Safety legislation and the Company's policies.

### **11.03 Protective Clothing and Equipment**

The Company will continue to make, what is in its opinion, reasonable provisions for the safety of its employees during the hours of their employment. The Company will provide required protective devices, wearing apparel and other equipment that, in its opinion, is necessary to protect the employee from injury. The Union may make recommendations on safety to the Company.

The protective devices the Company requires to be worn and other equipment that, in the opinion of the Company, is necessary to protect the employee from injury shall be provided by the Company.

### **11.04 Safety Footwear and Clothing Allowance**

The Company will provide safety wear as follows:

- (a) The maximum annual Safety Footwear subsidy for permanent employees (excluding employees who are on a leave of absence without a confirmed return to work date prior to the end of the year) will be \$235.00 plus GST.

The maximum annual Safety Footwear subsidy for casual and probationary employees (excluding employees who are on a leave of absence without a confirmed return to work date prior to the end of the year) will be \$164.00 plus GST.

- (b) The Company will provide one winter coat per permanent employee (excluding employees who are on a leave of absence without a return to work date prior to the end of the year) for the length of the contract and a maximum subsidy of \$120.00 plus GST for winter boots for designated employees who work outside, provided once during the term of this Agreement and subject to approval by the Company.
- (c) High visibility vests, insulated gloves and hardhat liners will be provided as needed.

#### **11.05 Payment for Required or Requested Notes or Medical Forms**

The Company agrees that any required medical notes or forms shall be reimbursed to a maximum of \$100.00 upon submission of a receipt by the employee. This excludes benefit provider required forms.

#### **11.06 Legislation**

The Company will ensure the Health and Safety policy and procedures adhere to the current legislation in regards to:

- (a) Employee education and training on Health and Safety
- (b) Right to Refuse work
- (c) Lockout and machine guarding
- (d) Working alone
- (e) First Aid attendants
- (f) Ergonomics

There shall be at all times a full and current copy of the Alberta Occupational Health and Safety Regulations as well as any Company Health and Safety Policies and Rules available for all employees to review.

### **ARTICLE 12 – HOURS OF WORK**

#### **12.01 Hours of Work**

- (a) For employees assigned to regular day work, the normal number of daily hours of work shall be eight (8) hours per day, five (5) days per week, in accordance with the schedule established for such employees.
- (b) For employees assigned to shiftwork, the normal number of daily hours of work shall be eight (8) for an average of five (5) days per week, in accordance with the schedule established for such employees.
- (c) Alternatively, operations may run on a Compressed Work Week schedule of ten (10) hours per day, four (4) days per week.

**12.02 No Guarantee of Work**

The normal number of daily hours of work is stated solely for the purpose of calculating overtime. It is not a guarantee of any minimum or restriction on number of hours to be worked.

**12.03 Notice of Termination of Compressed Work Schedule**

The Company or the Union upon 30 days written notice for any of the following reasons may terminate the Compressed Work Schedule:

- i) The costs of the Compressed Work Schedule exceed the cost of the normal 8-hour schedule.
- ii) Provincial disapproval of the shift arrangement.
- iii) 51% of employees assigned to the Compressed Work Schedule vote in favor of terminating the schedule.
- iv) Legislative changes creating increased premium payments over and above a normal 8-hour schedule.
- v) Unfavorable rules and penalties imposed by the Workers Compensation Board directly attributable to the compressed workweek.
- vi) Deterioration of safety and/or increase in health or absenteeism attributed to the Compressed Work Schedule
- vii) Adverse sociological affects or deterioration of productivity which may be attributable to the Compressed Work Schedule.

**12.04 Reporting and Travel Pay**

- (a) If an employee is required to report to work at other than the employee's regularly scheduled working hours, the employee shall be paid a minimum amount equivalent to four hours at the employee's straight time rate if the employee's pay for work performed is less than this amount, except when the unscheduled work forms a continuous period with the employee's regularly scheduled working hours in which case no minimum shall apply.
- (b) If an employee is advised after the employee has left work to report for unscheduled work, the employee will receive a traveling allowance equivalent to two (2) hours' pay at the employee's straight time rate, except when the unscheduled work forms a continuous period with the employee's regularly scheduled working hours, in which case the employee will receive a traveling allowance equivalent to one (1) hour's pay at the employee's straight time rate.

**12.05 Shift Change Pay**

Whenever an employee's regularly scheduled starting and finishing working hours are changed by the Company, the employee shall be paid at the rate of double time for the employee's first working shift following the change, unless notice of the change was given to the employee by the Company twenty-four (24) hours or more prior to the old starting time or the new starting time, whichever is the earlier.

If as a result of a change in schedule any employee is required to work in excess of six (6) consecutive days without otherwise being entitled to premium payments, the employee will be paid at the rate of double time for the seventh day worked.

**12.06 Shift Relief**

An employee, assigned to a shift that is scheduled to be followed immediately by another shift without lapse of time, shall not leave the employee's work place until relieved by the employee assigned to the same operation on the following shift unless by special permission of the Operations Manager or designate.

**12.07 Rest Periods**

All employees except those on a continuous two or three shift operation will be granted two paid 15-minute rest periods, one during the first half of their working day and one during the second half of their working day as assigned by the Company. All employees shall receive a thirty (30) minute unpaid lunch period during their ten (10) or eight (8) hour shift which shall be scheduled between the fourth and the sixth hour of work.

**12.08 Mutual Shift Exchange**

Employees may request mutual exchanges of shifts once per year for a maximum of two (2) consecutive weeks and only during the period between September 1 and June 30. Such requests are subject to Company approval.

**ARTICLE 13 – GENERAL HOLIDAYS****13.01 General Holidays Defined**

- (a) Except as otherwise stipulated in this Article/Agreement, an employee shall be paid an amount equivalent to eight (8) hours' pay at the employee's straight time hourly rate for the following holidays, whether or not the employee works on the holidays:

New Year's Day	Civic Holiday
Family Day - 3rd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
2nd Monday in June	Christmas Day
Canada Day	Boxing Day

- (b) If the Provincial or Federal Government legislates a new holiday, it shall replace the 2<sup>nd</sup> Monday in June.

**13.02 Eligibility for General Holiday Pay**

However, an employee shall not be entitled to be paid for the holiday:

- (a) If the employee does not work on the holiday when the employee has been required or scheduled to do so; or
- (b) If the employee is absent without good cause on the scheduled working day immediately preceding or succeeding the holiday; or
- (c) If the employee is absent on both the scheduled working days immediately preceding and following the holiday for any reason except vacation or illness supported by evidence acceptable to the Company of three (3) consecutive working days or less; or
- (d) If the holiday occurs while the employee is on leave of absence for any reason except for illness supported by evidence acceptable to the Company of three (3) consecutive working days or less; or

**13.03 Pay for Working on a General Holiday**

If an employee is scheduled and works on a statutory holiday listed in Article 13.01(a), the Company shall pay the employee at the rate of double time for all hours worked on the holiday. Where the provisions of Article 13.04 would apply to the work if the day was not a holiday, the minimum payment and traveling allowance provided in Article 12.04(a) shall also apply.

**13.04 Day of Observance and Substituted Days**

For shift workers, the holidays listed in Article 13.01(a) shall be observed on the day that they occur on the calendar. For day workers if another day is substituted by statute or decree or by mutual agreement between the parties for the observance of any of the holidays listed in Article 13.01(a) the substituted day shall be deemed to be the holiday for the purpose of this Article. The substituted day shall be mutually agreed upon a minimum of thirty (30) consecutive calendar days prior to the holiday.

**13.05 Holiday Allowance Limitations**

An employee shall not be entitled to be paid under more than one clause of this Article 13 unless otherwise specifically provided, and in any event the rate of payment, excluding the minimum payment and traveling allowance provided for in Article 12.04 shall not exceed twice the straight time hourly rate except in respect of work performed on the recognized holidays specified in Article 13.01(a), in which case such rate, excluding the traveling allowance and minimum payment provided for in Article 12.04 but including the holiday allowance, shall not exceed two and one half (2.5) times the straight time hourly rate.



## ARTICLE 14 – VACATIONS

During the term of this Agreement, vacations will be granted with vacation pay in accordance with the provisions of this Article.

### 14.01 Vacation Year

The vacation year shall be the twelve (12) month period from May 1 of one calendar year to April 30, inclusive, of the following calendar year.

### 14.02 Vacation Entitlement

(a) Vacations in respect of service rendered during the preceding vacation year shall be granted to regular employees who have completed periods of service as follows:

(i) **Service completed before Length of Vacation  
May 1 of current year**

Less than 1 year	One-twelfth of 3 weeks' vacation for each month of service since employment
1 year but less than 3 years	3 weeks

(ii) **Service completed at any time during current calendar year**

3 years but less than 10 years	3 weeks
10 years but less than 15 years	4 weeks
15 years but less than 20 years	5 weeks
20 years or more	6 weeks

(b) Any fraction of a day that an employee with less than one year of service would be entitled shall be rounded to the nearest whole day; the fraction without rounding is to be used for the purpose of calculating the vacation allowance to be paid to the employee.

(c) The length of an employee's vacation may be reduced because of absence from work during the preceding vacation year.

(d) For purposes of determining eligibility and length of vacation under Article 14.02, service is defined in the Company's Service Rules.

### 14.03 Vacation pay

(a) Each employee granted a vacation shall be paid a vacation allowance equivalent to the employee's hourly rate and the regularly scheduled working hours that would have been applicable to the period of the vacation. Hourly rate for the purposes of this clause shall mean the hourly rate for the employee's classification according to Schedule B at the time vacation commences except that it shall be adjusted for changes in rates that occur during the vacation period. Overtime work and wages paid, Sunday and other similar premiums shall be excluded from the calculations.

- (b) The vacation allowance may be drawn by the employee on the working day preceding the vacation.
- (c) The amount of vacation allowance shall be reduced by the amount of any statutory allowance or other vacation allowance paid to the employee upon termination of employment during the preceding vacation year and the length of the vacation shall be correspondingly reduced.

#### **14.04 Vacation Pay upon Termination**

On termination of employment for any reason other than discharge, an employee shall be paid an amount equal to the vacation allowance for which the employee has qualified but not yet taken in accordance with paragraph 2 or 3 above. Where the termination of employment is a result of discharge the terminating employee shall be paid the amount required by law.

#### **14.05 Scheduling Vacation**

Employees shall submit their vacation requests to the Company by February 28 for each vacation year for consideration by the Company. The Company will consider such requests on a seniority basis and schedule vacation at a time that is suitable after considering the employee's request and the efficient operation of the location. Thereafter, vacation requests may be submitted and will be considered on a case by case basis without regard to seniority. Vacation may only be requested for a maximum of two (2) weeks per rolling one month period unless approved otherwise by the Company.

#### **14.06 Vacation Carry Forward**

Not more frequently than once every two (2) vacation years an employee eligible for three (3) or more weeks of vacation may, postpone one week of the employee's vacation in order to take that week in the following vacation year.

Except as provided above, a vacation may not be postponed from one vacation year to another and made cumulative, nor may a vacation be waived by an employee and vacation allowance be drawn instead.

### **ARTICLE 15 – PAYMENT OF WAGES**

#### **15.01 Pay Periods Defined**

Pay periods are every two (2) weeks starting on a Sunday morning and ending on a Saturday night.

#### **15.02 Direct Deposit**

Employees' pay shall be directly deposited into their bank accounts the Friday following the end of each pay period, subject to circumstances beyond the Company's control.

#### **15.03 Deductions**

Except those required by law, deductions from any employee's wages shall be made only on authority of the employee.

#### **15.04 Pay Statements**

Pay statements will include all information required by applicable law.

### **ARTICLE 16 – JOB POSTINGS**

#### **16.01 Notice of Job Postings**

The Company will post a notice at the site for a period of five (5) consecutive calendar days before permanently filling any vacancy in a classification in Schedule "A" or a new classification established by the Company which is to be included in Schedule "A" when these classifications are not filled by promotion or demotion of an employee in accordance with the regular progression. The Company will provide the Union with a copy of the posting, the following information shall appear on the posting:

- (a) position
- (b) qualifications required
- (c) work schedule
- (d) wage
- (e) department required
- (f) Job description and duties

### **ARTICLE 17 – WAGE CLASSIFICATION**

#### **17.01 Classification of Existing Occupations and Wage Rates**

The classification of existing occupations and their wage rates shall be as shown in "Schedule "A" Hourly Rates".

#### **17.02 Reclassification of Existing Occupations and Classification of New Occupations**

In the event that the job content of any occupation is substantially changed during the term of this agreement or a new occupation is established, the occupation may be reclassified or classified by the Company and the Company will review the changed or new classification(s) with the Union.

#### **17.03 Employee Request for Change in Classification**

The classification of the employees shall be done by the Company. While an employee may at any time discuss the employee's classification with the Operations Manager or designate, no request for a change in the classification of such employee need be entertained by the Company unless presented to the Company within thirty (30) consecutive calendar days following the date of the classification or change in classification to which such employee objects.

#### **17.04 Employee Reassignment and Wage Rate Classification**

If an employee is assigned to work in a higher-rated classification the employee shall be paid at the higher rate while doing that work, if qualified. If an employee is temporarily assigned to work in a lower-rated classification for the convenience of the Company the employee shall continue to be paid at the rate established for the classification under

which the employee is listed on the payroll. If an employee is assigned to a lower-rated classification at the employee's own request or due to lack of work, physical or mental disability or unsatisfactory performance of the employee's duties, the employee shall immediately be reclassified and paid at the rate established for the classification.

#### **17.05 Work Force Reduction and Employee Reclassification**

If a core employee is assigned from their regular classification to a lower-rated classification on account of a temporary or permanent reduction of the work force (lay-offs), the employee shall continue to be paid at the higher-rated classification for a three month period. After the three month period, the employee shall be reclassified and paid at the rate established for such classification.

### **ARTICLE 18 – SCHEDULED OUTAGES, SHUTDOWNS AND FORCE MAJEURE**

#### **18.01 Optional Employee Pay during Shutdowns or Layoffs**

Employees may opt to use their unpaid leave, banked time, vacation or statutory holiday pay during a shutdown or layoff of less than 14 days.

### **ARTICLE 19 – OVERTIME**

#### **19.01 Overtime Definition and Rate**

An employee shall be paid at double their regular hourly pay for work performed in excess of the employee's normal number of daily hours of work.

#### **19.02 Overtime Deferral**

Notwithstanding the provisions of Article IX an employee shall be paid at the straight time rate for overtime work performed, with the permission of the Operations Manager or designate, at the employee's own request in substitution for the employee's regularly scheduled working hours or in an exchange of working hours with another employee.

#### **19.03 Banked Overtime Provision**

Employees will have the option of banking their overtime hours on the following basis:

- (a) No splitting of overtime between paid time and banked time. Overtime hours are either banked for use at another time or are paid as overtime in the corresponding pay cycle.
- (b) Hours will be banked as regular time and will be to a max of 12 Banked days (120 regular hours) per year.
- (c) No Banked Time is to be taken between the months of May 1<sup>st</sup> through October 15<sup>th</sup> inclusive.
- (d) Any Banked Time balances not scheduled to be taken by March 15<sup>th</sup> of each year will be paid out in the last pay period of March.

- (e) Subject to other Articles in this Agreement, apart from shutdowns the maximum number of employees allowed to be absent on banked time leave or vacation leave will be two (2) employees per shift.

#### **19.04 Eligibility for Overtime**

Employees who miss more than one (1) shift per rolling thirty (30) day period for any reason that is not pre-approved by the Company and/or not supported by an acceptable doctor's note shall not be eligible for overtime:

- (a) for the next scheduled overtime within a thirty (30) day period after the first offence,
- (b) for the next two (2) scheduled overtimes within a thirty (30) day period after the second offence, and
- (c) for the next four (4) scheduled overtimes within a sixty (60) day period after a third or subsequent offence, in addition to any other actions the Company may take provided that if an employee does not have any unexcused absences for sixty (60) days from the previous offence, then they are considered to start over for the purpose of this clause, but not for the purposes of discipline.

### **ARTICLE 20 – BENEFITS ELIGIBILITY**

#### **20.01 Employee Benefit Plan Eligibility**

The Employee Benefit Plans, with the exception of Vacations for Payroll Employees Plan, shall be provided to all employees in a manner consistent with their general application throughout the Company.

### **ARTICLE 21 –DURATION AND RENEWAL OF AGREEMENT**

#### **21.01 Duration of Agreement**

This agreement shall become effective on the 1st day of September, 2018, and shall remain in full force and effect up to and including the 31st day of August, 2021.

#### **21.02 Notice of Negotiations for Renewal of Agreement**

- (a) Either party on written notice, may require the other to enter into negotiations for the renewal of the agreement within the period between one hundred and twenty (120) and sixty (60) calendar days prior to the expiry date. The parties shall thereupon enter into the negotiations in good faith and make every reasonable effort to secure the renewal.
- (b) The party giving notice in accordance with clause (b) shall at the same time as the notice is issued, and the party receiving the notice shall within ten (10) consecutive calendar days of its receipt of such notice, respectively present to the other party in writing any proposed modification or revision of this agreement.
- (c) Notices shall be in writing and shall be sufficient if sent by mail addressed, if to the Union, to the President of AT Films, Unifor Local 21-A, and if to the Company, to the Managing Director of the site.

### **21.03 Alberta Labour Relations Code Extension**

If a renewal agreement is not secured prior to the termination date of this agreement, its term will be extended in accordance with the provisions of the Alberta Labour Relations Code.

**AT FILMS INC. :**

**UNIFOR CANADA - LOCAL 21-A:**

**Signed**

\_\_\_\_\_  
Ken Sawka  
Operations Manager

**Signed**

\_\_\_\_\_  
Sandra Cormier  
Chairperson Local 21-A AT Films

**Signed**

\_\_\_\_\_  
Helen Smith  
Administrative Assistant

**Signed**

\_\_\_\_\_  
Danielle Guinan  
Bargaining Unit Member

**Signed**

\_\_\_\_\_  
Rhonda Woychuk  
Human Resources Consultant

**Signed**

\_\_\_\_\_  
Rosalie Stubel  
Bargaining Unit Member

**Signed**

\_\_\_\_\_  
Laurissa Beattie  
Supervisor

**Signed**

\_\_\_\_\_  
Todd Romanow  
Unifor National Representative

**SCHEDULE "A" – HOURLY WAGE RATES****Schedule A Hourly Wage Rates**

<b>Classification</b>	<b>June 19, 2019</b>	<b>Sept 1, 2019</b>	<b>Sept 1, 2020</b>
Welder	\$38.91	\$39.64	\$40.44
Plant Co-ordinator	\$32.65	\$33.26	\$33.93
Shift Co-ordinator	\$29.04	\$29.59	\$30.18
Assistant Shift Co-ordinator	\$24.63	\$25.10	\$25.60
Operator II	\$22.84	\$23.27	\$23.73
Operator I	\$21.70	\$22.10	\$22.55
Packager II	\$19.22	\$19.58	\$19.97
Packager I	\$18.26	\$18.60	\$18.97
Casual	\$18.06	\$18.40	\$18.77

Any move to the next classification for 50 % (5hrs) or more of the shift, the employee will be paid at the higher rate for the whole 10hr shift.

**Schedule B Premiums**

Supervisory Relief	\$0.82
Shift Premium (Day & Night)	\$1.17
300 Lines Premium	\$1.05
400 Lines Premium	\$2.155

- \* **Shift Premium:** Premium which applies to day and/or night shift work  
**300 Lines Premium:** For operation of lines 301 and 302, when 1 Packager is working with 2 \*Operators the '300 Lines Premium' will be applied to all employees working this system.  
**400 and 500 Lines Premium:** For operation of lines 408, 410 and 501 when 1 Packager is working with 2 Operators the '400 Lines Premium' will be applied to all employees working this system.  
Key: \*New Classification and Premium Day shift position only.

**Apprenticeship Program**

Rates of pay for those employees indentured in an apprenticeship program for trades listed under the classification of Welder shown in Schedule "A" of this agreement shall be as follows:

**3 Year Apprenticeship**

Year 1 75% of Welder wage rate  
Year 2 80% of Welder wage rate  
Year 3 85% of Welder wage rate

An employee who has completed a three (3) year apprenticeship program in a trade shall receive 90% of the Welder wage rate for one year. The employee shall then receive the Welder wage rate.



## **LETTER OF UNDERSTANDING #1 – COMPANY BENEFIT PLAN AND RRSP PLAN**

The Company will provide the employees with a benefit plan at the current levels for the duration of this letter of understanding. No benefit or level of benefit currently provided for can be changed, deleted or modified unless agreed to between the parties as per below. The level of premium responsibilities for the Company and the employees will remain the same (70% Employer paid and 30% Employee paid for medical, dental, AD&D, life insurance and optional dependent life insurance premiums; 50% Employer paid and 50% Employee paid for short term disability and long term disability premiums).

If upon renewal of the benefits plan, the renewal increase on premiums is 10% or higher, the Company and Union shall meet and mutually agree, within thirty (30) days, to find a way to keep the premium cost at the same level as at the beginning of the letter of understanding. If no agreement can be reached, the issue will be referred to mediation and the mediator will decide and impose a resolution. The Company must provide the Union access to all documentation required to verify any renewal cost increases.

The Company will provide the employees with an RRSP plan and will continue the current contributions for the duration of the letter of understanding.

This Letter of Understanding expires on May 1, 2022

## **LETTER OF UNDERSTANDING #2 – MAINTENANCE PROJECT COORDINATOR**

The Company and the Union agree to recognize the position of Maintenance Project Coordinator and agree that the Company can appoint an employee to hold that position.

## **LETTER OF UNDERSTANDING #3 – PLANT COORDINATOR**

The Company and the Union agree to eliminate the position of Materials Expediter and create a new classification called Plant Coordinator. The Company and the Union agree that the Company can appoint an employee to hold the Plant Coordinator position.

## **LETTER OF UNDERSTANDING #4 – PAID EDUCATION LEAVE**

- (a) The Employer agrees to pay into a special fund an amount of three cents (\$.03) per hour for all compensated hours to provide for a Unifor Paid Education Leave (PEL) program. Such payment will be remitted on a quarterly basis into a trust fund established by the Unifor National Union effective from the date of ratification. Payments will be sent by the Employer to the following address:

Unifor Paid Education Leave Program  
205 Placer Court, Toronto ON  
M2H 3H9

- (b) The Employer agrees that members of the bargaining unit selected by the Union to attend such courses will be granted a leave of absence without pay for up to twenty (20) days class time, plus travel time where necessary. Employees on such leave of absence will continue to accrue seniority, RRSP, vacation and all other benefits during such leave.

## LETTER OF UNDERSTANDING #5 – CASUAL EMPLOYEES

During the term of the Collective Agreement, the Union and Company recognize the Company's necessity to hire casual employees to assist in meeting Company occasional production increases and short-term employment coverage needs, subject to the restrictions and terms below:

Casual workers are to be limited to four (4) employees and not be for a duration of more than six (6) months each, any casual employee used after their six (6) month time frame must be hired as a permanent employee. If under special circumstances more than four are required, the Company will meet with the Union Executive to discuss and explain the business needs and if the Union Executive is in agreement then the Company may utilize the enhanced number of casual employees.

Casual employees are subject to and entitled to all rights, benefits and entitlements in the collective agreement and Company policies and procedures. Casual employees are to be laid off prior to any permanent employees and during any shutdown in the department they are employed in.

Casual employees cannot be utilized to avoid or prevent normal or regular overtime or prevent hiring or replacing of permanent employees.

Casual employees must work a minimum of two (2) weeks continuously based on an average of forty (40) hours per week for each period of use.

Casual employees shall have seniority amongst themselves based on date of hire for the purpose of selection of hours, shifts, departments and available work.

Casual employees will not be hired for Trades positions.

*This LOU is subject to final agreed rates of pay.*