



**COLLECTIVE  
BARGAINING  
AGREEMENT**



**Local 530A**

**Fort Saskatchewan, Alberta  
Effective April 1, 2022**

# TABLE OF CONTENTS

## DEFINITIONS

	Page
Article 1 Scope.....	7
Article 2 Seniority.....	7
Article 3 Recognition.....	8
Article 4 Co-operation .....	8
Article 5 Union Security .....	9
Article 6 Representation .....	10
Article 7 Grievance Procedure.....	11
Article 8 Arbitration .....	12
Article 9 Employee Benefits.....	14
Article 10 Annual Vacations.....	17
Article 11 Paid Holidays.....	20
Article 12 Leave of Absence .....	21
Article 13 Permanent Job Vacancies .....	23
Article 14 Transfers.....	24
Article 15 Reduction of Workforce .....	25
Article 16 Safety and Health .....	27
Article 17 Training & Educational Assistance.....	29
Article 18 Hours of Work.....	30
Article 19 Wages and Classifications .....	32
Article 20 Overtime and other Allowances .....	35
Article 21 Premium Pay .....	39
Article 22 Transportation .....	40
Appendices	
I 8-Hour Shift Worker .....	41
II 12-Hour Shift Worker .....	44
Letters of Understanding.....	49

## **COLLECTIVE BARGAINING AGREEMENT**

Made this 1st day of April, 2019.

### **BETWEEN:**

Umicore Canada Inc. having offices in Fort Saskatchewan, Alberta and herein acting with respect only to its' Fort Saskatchewan plant (hereinafter called the "Company").

### **AND**

Unifor, Local 530A, Fort Saskatchewan, Alberta (hereinafter called the "Union").

### **WITNESSETH THAT:**

Whereas the Company and the Union have met and have agreed to an extension of the existing Collective Bargaining Agreement between the Parties, and;

Now therefore, in consideration of the mutual covenants herein entered into and for other good and valuable considerations.

It is hereby agreed that the Collective Bargaining Agreement between the parties made this day April 1 2022 will extend the Agreement dated April 1<sup>st</sup> 2022 up to and including March 31<sup>st</sup> 2025 subject to the attached amendments and additions.

Either party may not less than 60 days and not more than 120 days preceding the expiry of the term of the collective agreement require the other party to the collective agreement to commence collective bargaining.

The parties shall meet within ten (10) calendar days from receipt of notice by one party from the other for the purpose of establishing meeting dates for negotiations. Within 15 days after the first meeting, the parties will exchange, in writing, any proposed modification or revision of this Agreement. Both Parties shall thereupon enter into negotiations in good faith and make every reasonable effort to secure such renewal.

If a renewal Agreement is not secured prior to the termination date of this agreement, an extension Agreement will be entered into at the request of either party to provide for the continuation of the terms of this Agreement for such period as the parties consider will

afford them a reasonable opportunity to company with any of the procedures required by the Alberta Labour Act.

This agreement is based upon mutual understanding that profitability is the best protection of our jobs, benefits and livelihoods. To this end, the Company and the Union agree to cooperate fully in ensuring greater productivity and competitiveness by improving, wherever possible, the flexibility and efficiency of the work process.

## DEFINITIONS

In This Agreement

**"COMPANY"** means – Umicore Canada Inc. located at Fort Saskatchewan, Alberta.

**"UNION"** means - Unifor Union, Local 530A, located at Fort Saskatchewan, Alberta.

**"EMPLOYEE"** means - a person included within the scope of this agreement.

**"PLANT"** means - the buildings, fixtures, implements, machinery, equipment, apparatus and grounds of the "Company" used in carrying on industrial processes at Fort Saskatchewan.

**"DAY OF REST"** means - A calendar day in which an employee is not scheduled to work.

**"DEPARTMENT"** – Maintenance and Operations in the plant.

**"BASE HOURLY RATE"** – Rate of pay per hour not including any premiums.

**"PROBATIONARY EMPLOYEE"**: Is an employee who has not established Company Seniority. Notwithstanding anything contained elsewhere in this Agreement, a probationary employee may be laid off or discharged by the Company and such lay-off or discharge shall not be subject to the Grievance Procedure.

**"REGULAR EMPLOYEE"** is an employee who has established Company Seniority.

**"TEMPORARY EMPLOYEE"**: Employees hired for seasonal or project work for specific periods not expected to exceed twelve (12) months. Temporary employees shall receive all benefits of regular employees except they shall not acquire any type of seniority. In the event that a temporary employee transfers into a job providing opportunity for regular employee status, company seniority will be established as of the date last hired as a temporary employee. The period may be extended by mutual agreement for the Company and the Union. The Company will forward a list to the Union quarterly, showing current temporary employees.

**“CASUAL EMPLOYEE”:** Persons hired for part time employment where the incumbent is not expected to work more than 25 hours per week. Such employee shall not be considered a regular or temporary employee and shall not acquire any type of seniority. A casual employee shall not be required to pay Union dues and shall not be entitled to any benefits of the Union. Further, Casual Employees are not expected to total more than 10 persons at one time.

**“STUDENT EMPLOYEE”:** Students may be hired for vacation relief for periods not be exceed six (6) months. Such employees shall not be considered as regular employees and shall not acquire any type of seniority. Should they be retained beyond this period, they will be established as a regular employee with seniority as of date last hired as a student. Students shall not receive extended health, long term disability, dental, life insurance, AD&D, and sickness and accident benefits.

**“LOCKOUT”** means - refusal by the Company to continue to employ a number of employees, with a view to compelling them to accept terms or conditions of employment.

**"RED-CIRCLED"** means - When an employee's new wage rate results in an employee being paid higher than that for the classification of the position. The old wage rate will be "red-circled" and frozen until such time that the wage rate for the classification in which the employee moved into meets or exceeds the "red-circled" rate or the employee is promoted to a classification above the "red-circled" rate.

## **ARTICLE 1**

### **SCOPE**

This Agreement covers all production and maintenance employees of the Company's operations at Fort Saskatchewan, excluding Inspectors, Office Staff, Sales Staff, Security Guards and those employees exercising managerial functions.

## **ARTICLE 2**

### **SENIORITY**

- 2.1** In order to secure Company seniority an employee must:
- (a) be signed on as an employee, and
  - (b) serve a period of 120 consecutive calendar days. This period shall be in addition to any leave of absence. The employee's seniority will then be established and accumulate from the day the employee was last signed on as an employee. This 120 consecutive calendar day period may be extended by mutual agreement of the Company and the Union.
- 2.2** The Company shall post seniority lists in January of each year.
- 2.3** Prior to the posting of seniority lists, the Company and the Union shall review all temporary classifications and those personnel referred to in Article 15.5. At that time, the Company shall advise in writing, all employees who have been temporarily classification for a duration greater than three (3) months, of the reason they are being retained in a temporary classification.
- 2.4** Where employees are hired on the same day, the lower employee number shall designate the more senior employee.
- 2.5** An employee shall lose seniority if the employee voluntarily terminates or is discharged, unless exonerated and reinstated, or is on lay off for a period of more than 12 months. An employee shall also lose seniority when

he/she accepts a position with the employer outside the bargaining unit as defined in Article 14.4.

## **ARTICLE 3**

### **RECOGNITION**

Consistent with the terms and conditions of this Agreement:

- 3.1** The Company recognizes the Union during the life of this Agreement as the exclusive bargaining agent of the employees for purposes of Collective Bargaining in respect to wages, hours, benefits, seniority, grievance procedure, and such other working conditions as are included in this Agreement.
- 3.2** The Union recognizes the right of the Company to manage the plant in all respects, including, but not limited to:
- (a) Directing the working forces including the right to hire, promote, transfer, demote, discipline, suspend, or terminate the employment of any employee for any just cause.
  - (b) Determining or changing the hours of work and work assignments.
  - (c) Selecting and scheduling the materials to be handled, processed or manufactured.
  - (d) Making and altering from time to time, the rules and regulations to be observed by the employees.

## **ARTICLE 4**

### **CO-OPERATION**

- 4.1** The Company agrees that it will not cause or sanction a lockout during the term of this Agreement.
- 4.2** The Union agrees that neither the Union nor any representative of the Union will in any way authorize, encourage, condone, or participate in any strike, walkout, suspension of work, or slow down on the part of any employee, or group of employees, during the life of this Agreement.



- 4.3** There shall be no discrimination, intimidation, interference, restraint, coercion, nor attempted coercion, by or on behalf of the Company, nor by or on behalf of the Union, its members or agents, with respect to any employee.
- 4.4** The Company agrees that the Union may post notices pertaining to local Union business in the Plant on the notice boards supplied by the Company for such purposes.
- 4.5** The Company agrees to notify the Union, in writing, of the reason for discharge of any employee. Any discharge may be discussed and dealt with under the Grievance Procedure if notification is received by the Company within thirty (30) calendar days from the date of the Union's receipt of the discharge notification.
- 4.6** The Company will provide to each new Bargaining Unit employee, an information package prepared by the Union.
- 4.7** The Union agrees not to disclose to anyone, except an officer of Umicore Canada Inc. or a person authorized by Umicore Canada Inc., confidential information relating to any operation or development of Umicore Canada Inc. not known to the public through publications or issued patents.

## **ARTICLE 5**

### **UNION SECURITY**

- 5.1** During the life of this Agreement, all members of the Union and all employees in the Bargaining Unit shall, as a condition of continued employment, contribute to the support of the Union. This contribution shall be a sum equal to the Union's constitutional dues per month. Contributions from new employees shall start in the month following commencement of employment. This contribution shall be deducted from each employee's pay, each pay period and shall be remitted by the Company to the Secretary-Treasurer of the Union together with a list showing from whom such deductions were made, by the 10<sup>th</sup> working day after the last pay period of each month. It is expressly understood that membership in the Union is not

compulsory and this contribution by non-members does not make them members unless they so desire.

If the Union finds it necessary to take action which could result in the expulsion of a member it will advise and discuss the matter with the Company before such action is started.

## **ARTICLE 6**

### **REPRESENTATION**

- 6.1** The Company agrees to recognize up to a maximum of three (3) Stewards, one of which shall be the Chief Steward. No more than one Steward from Maintenance. The Union shall notify the Company of the names of the Stewards. It is understood that up to a maximum of two (2) Stewards shall, after obtaining permission from the employee's supervisor, be permitted during working hours and without loss of time or pay, to leave the employee's regular duties in order to investigate and process a grievance.
- 6.2** The Union agrees to notify the Company of the names of the Executive Committee and the Grievance Committee of the Union as soon as they are elected.
- 6.3** The Company agrees to meet with the Chief Steward or designate on a quarterly basis or as required. Members who happen to be on duty shall be paid straight time for that part of their regularly scheduled working hours devoted to attendance at such meetings. It is understood that a representative of the Unifor Union may be in attendance at such meetings.
- 6.4** The Company agrees to recognize the Union bargaining committee, comprised of the Chief Steward and up to 2 other members of the bargaining unit. Committee members shall not lose any regularly scheduled pay as a result of attending meetings with the employer.

## **ARTICLE 7**

### **GRIEVANCE PROCEDURE**

- 7.1** Any dispute, grievance or misunderstanding (herein called a grievance) involving occupational classification, wages, seniority, hours of work, or other working conditions, which any employee or group of employees may desire to discuss and adjust with the Company, shall follow the Grievance Procedure.
- 7.2** Any action by the Company or by the Union which results in a grievance shall be discussed and dealt with under the Grievance Procedure starting with Step 3. Any employee or group of employees having a grievance shall follow the Grievance Procedure commencing with Step 1.
- 7.3** Grievances shall be handled as follows:
- STEP 1. An attempt shall first be made by the employee, with or without the employee's Union Steward, and the employee's Supervisor to dispose verbally of any grievance. The Supervisor shall within six (6) calendar days advise the employee verbally of the supervisor's decision. Should they be unable to satisfactorily settle the grievance, then the employee having the grievance shall present such, in writing, to the Union Steward, within six (6) calendar days of the alleged occurrence. The matter then proceeds to Step 2. If the grievance is not advanced within the time limits specified in Step 1, the grievance is considered settled.
- STEP 2. The Union Steward shall, within eight (8) calendar days, prepare and present to the Supervisor, a written "Notice of Grievance" setting forth so far as may be applicable:
- (a) The nature of the grievance, the time and the circumstances out of which it arose.
  - (b) The remedy or correction the Company is requested to make.
  - (c) The section or sections of the Agreement, if any, relied upon or claimed to have been violated.
- (In cases of grievance re-payment of wages, the day of the occurrence shall be considered as the day on which the employee received the employee's pay cheque.)

The Supervisor shall give a written answer to a Union Steward within eight (8) calendar days. If the grievance is not settled in this step, it shall be referred to Step 3.

STEP 3. The Union Grievance Committee within ten (10) calendar days after receipt of the Supervisor's written answer, may request, in writing to the Human Resources Department, a meeting with Company Management representatives. Such a meeting shall be held at the earliest date which is convenient for both the Company representatives and the Union committee, but not later than twelve (12) calendar days after receipt of the Union request for such a meeting. Time limits may be extended by mutual agreement of the Union and the Company.

The grievance shall be considered at the meeting of the representatives of the Company and the Union. The Company shall give their answer to the Union with ten (10) calendar days after said meeting. This time limit may be extended by mutual agreement of the Union and the Company. The employee, or employees, grieving shall attend the meeting if so desired. They may be requested to attend by either the Company or the Union. In the event that any grievance concerning classification, wages, seniority, hours of work, or other working conditions arising out of the interpretation, application, administration, or alleged violation of the terms of this Agreement is not settled, such grievance shall be submitted at the request of either party, to arbitration as provided under the terms of this Agreement.

## **ARTICLE 8**

### **ARBITRATION**

- 8.1 Within a period of thirty (30) calendar days following the date of the communication of the Company's decision to the Union, any grievance between the Company and the Union involving the interpretation, application, administration, or alleged violation of the terms of this Agreement, may in the event of failure to reach agreement

thereon, be referred to arbitration with the following procedure.

- (a) The party desiring to submit a matter to arbitration shall deliver to the other party a notice of intention to arbitrate. This notice shall state the matter at issue in concise terms and shall state in what respect the Agreement has been violated or misinterpreted, by reference to the specific clause or clauses relied upon. The notice shall also stipulate the nature of the relief or remedy sought.
- (b) Within seventeen (17) calendar days after the date of delivery of the foregoing notice, the party initiating arbitration shall notify the other party of the name of its representative on the Arbitration Board and the other party shall appoint its representative within seventeen (17) calendar days of receipt of this notice.
- (c) In the event that either party shall fail to appoint a representative to the Arbitration Board within the delay provided, the other party may request the Minister of Labour of the Province of Alberta to appoint a representative on behalf of the defaulting party.
- (d) When the representatives have been appointed they shall meet forthwith to choose a Chairman, who with the two representatives, shall constitute the Arbitration Board.
- (e) Should the representatives fail, within twelve (12) calendar days, to agree on a Chairman, the Minister of Labour may be requested by the representatives, or either of them, to appoint a person who shall be Chairman of the Arbitration Board.
- (f) After the Arbitration Board has been formed by the foregoing procedure, it shall meet with all members of the Board present and hear evidence of both parties and render a decision promptly.
- (g) The time limits specified herein may be extended by mutual consent of the parties or by the Arbitration Board.

**8.2** The decision of the majority of the Arbitration Board shall be final and binding on both parties. The Arbitration Board may consider and decide only the particular issue or issues

submitted by the Company and/or Union. It shall not have authority to alter or to direct an alteration to this Agreement.

- 8.3** Each party shall pay its own costs and expenses of witnesses called by it, and of its representatives. The fees and expenses of the Chairman shall be shared equally between the parties.

## **ARTICLE 9 EMPLOYEE BENEFITS**

- 9.1** PENSION: Any employee who has completed 30 days of full time service with the Company, becomes eligible to participate in the Company Pension Plan. This period shall be in addition to any leave of absence.

The Company will agree to establish an Hourly Pension Investment Committee. Membership on the committee will include two plan members. The role of the committee will be to communicate pertinent information to the membership and bring any issues or concerns to the Company in regards to the pension plan.

Administration of the plan lies with Umicore Autocat in Burlington Ontario. Changes to the present Pension plan will only be made with the agreement of the Umicore Canadian Benefits Committee and said changes will be communicated to the Hourly Pension Committee.

### **9.2 GROUP LIFE INSURANCE**

- (a) On date of hire, an employee will be covered by two (2) times his/her annual base salary to a maximum of \$500,000 under the Basic Group Life Insurance.
- (b) On date of hire, an employee's dependents will be covered under the company's dependent basic life benefit policy. Coverage will be \$10,000 for spouse or common-law spouse and \$5,000 for each dependent child. The cost of this policy will be 100% paid by the Company.

Dependents are defined as:

- (i) the employee's spouse, common law spouse, and
  - (ii) unmarried children of an employee, providing such children are over fourteen (14) calendar days and under twenty-one (21) years of age, and
  - (iii) unmarried children from twenty-one (21) to twenty-five (25) years of age providing such children are in full-time attendance at a recognized school, college or university.
- (c) On date of hire, an employee may purchase additional optional life insurance coverage for his/herself, spouse or common-law spouse and/or dependent child(ren), subject to the insurance carriers' approval. The cost of the insurance will be payable by the employee.
- Employee: purchased in units of \$10,000 to a maximum of \$500,000;  
Spouse or common-law spouse: purchased in units of \$10,000 to a maximum of \$300,000  
Each dependent Child: purchased as a flat amount of \$25,000
- (d) On date of hire, an employee will be covered by an Accidental Death & Dismemberment policy equal to the amount of his/her Basic Group Life Insurance Policy.

**9.3 SICKNESS AND ACCIDENT:** The Company agrees to provide a Sickness and Accident Plan one hundred percent (100%) paid for and administered by the Company. Employees will be eligible for coverage on the first of the month following three months of employment as per the following:

For employees with more than 3 months of service but less than one year of service – 26 weeks at 70% of base rate.

For employees with greater than 1 year of service – 26 weeks at 100% of base rate.

Benefits are paid in accordance with an employee's regular classification at the time of illness (except as permitted by Article 15.3 and 19.3.

Sick leave will apply for the first twenty-six (26) weeks of illness at which time Long Term Disability will become applicable.

If an employee is unable to report to work due to sickness or accident the employee must notify their supervisor of their absence and their expected date of return prior to the start time of the employee's shift.

If an employee fails to report to work for more than two (2) consecutive days, the employee must submit a Physician's medical certificate to be eligible for Short Term Disability. For an employee to receive Short Term Disability benefits, the onus is on the employee to provide adequate medical information.

Fees incurred for the Physician's medical certificate will be reimbursed to the employee through the expense report submission program unless the employee has been advised in writing that all future incidences of sick time must be accompanied by a doctor's note.

It is recognized that an excessive amount of absence may be considered just cause for disciplinary action.

Absences due to industrial accidents or illness are covered by Workers' Compensation and as such are excluded from receiving benefits under this plan.

- 9.4**     **EXTENDED HEALTH PLAN:** The Company will contribute one hundred percent (100%) of the cost on behalf of any employee subscribing to a Company sponsored Medical/Surgical/Major Medical Group Insurance Plan.
- 9.5**     **DENTAL PLAN:** The Company will contribute one hundred percent (100%) of the cost of a dental plan. Claims payable will be reimbursed at the current Dental Fee Schedule.
- 9.6**     **LONG TERM DISABILITY:** The Company agrees to institute and pay the premium of a Long Term Disability Plan. The plan pays a benefit to employees who qualify and remain qualified equal to 70% of the employee's basic



hourly wage to a maximum monthly benefit of \$10,000 per month.

- 9.7** VISION CARE PLAN: The Company agrees to institute and to pay the premiums for a Vision Care Plan.
- 9.8** CONTINUANCE OF BENEFITS: Should an employee be absent from work due to illness, injury, or maternity leave for a continuous period of more than one (1) month, the Company will pay the full cost of the Company sponsored medical, hospital, Long Term Disability, Dental, Sickness and Accident and Life Insurance, for the further period of absence, to a maximum of two (2) years.
- 9.9** CESSATION OF EMPLOYEE BENEFITS:  
During the period of an employee's absence, or layoff, and notwithstanding that seniority may accrue during such period, the Company shall not be obligated to pay for, or allow "Paid" holidays (except as permitted by Article 11.4) or annual vacations. Similarly, the Company shall not be obligated to maintain employee benefits, other than as specified in Article 9.8.
- 9.10** Upon request, the Company shall supply to the Union copies of the Master Agreements for all benefit plans contained within the Collective Agreement.
- 9.11** Family Active Living – The Company will reimburse employees up to seven hundred and fifty dollars (\$750.00) annually (April – March) for the cost of activities/equipment that promotes active living. Receipts need to be submitted through the expense claim process and will be classified as a taxable benefit as per Revenue Canada rules and regulations.

## **ARTICLE 10**

### **ANNUAL VACATIONS**

The intention of this plan is to provide annual vacations with pay to employees and in so doing provide them with an annual period of rest and relaxation.

- 10.1** (a) Services shall be based on length of continuous service with Umicore Canada Inc.
- (b) Annual vacation entitlement and vacation pay shall not be earned for that period of absence that exceeds:
- (i) 90 calendar days for an employee on an unpaid leave of absence.
  - (ii) 180 calendar days for an employee absent due to injury or sickness.

A pregnant employee taking maternity leave or maternity and parental leave continues to earn vacation credits to a maximum of 180 calendar days or the duration of the leave, if less, providing she returns to work. A father or adoptive parent will be eligible to continue to earn vacation credits to a maximum of 90 calendar days, or the duration of the leave, if less, in accordance with 10.1 (i), providing the father or adoptive parent returns to work.

- 10.2** For the purpose of this Article the prescribed vacation period will be the period April 1st to March 31st inclusive.

- 10.3** Vacations shall be granted to eligible employees annually as follows:

- a) Newly hired employees will be eligible for one days' vacation one and one quarter (1.25) days' vacation for each month's service up to April 1<sup>st</sup> of the current year. The vacation shall be taken after April 1<sup>st</sup> of the current year.
- (b) During the year in which employees complete one (1) year but less than seven (7) years of continuous service they shall be entitled to fifteen (15) working days vacation with pay.
- (c) During the year in which employees complete seven (7) years but less than sixteen (16) years of service they shall be entitled to twenty (20) working days vacation with pay.
- (d) During the year in which employees complete sixteen (16) years but less than twenty-three (23) years service they shall be entitled to twenty-five (25) working days vacation with pay.
- (e) During the year in which employees complete twenty-three (23) years or more of service they shall be entitled to thirty (30) working days vacation with pay.

- 10.4** Each employee granted a vacation shall be paid a vacation allowance equivalent to the product of the employee's hourly rate and the number of normal working hours applicable to the period of vacation. Hourly rate for the purpose of this clause shall mean the hourly rate for the employee's classification according to the schedule of rates in effect at the time vacation commences, except that effect shall be given to any adjustment rates occurring during the vacation period. Overtime work and wages paid therefore and shift premium shall be excluded from the foregoing calculations. Employee's classification for the purpose of this Article shall mean permanent classification, or temporary classification of more than three (3) months.
- 10.5** Annual Vacations shall be considered as days worked. Premium pay will be paid upon returning to work if the employee's crew was changed at the request of the Company, of which the employee was not advised in writing before starting their vacation. Such payment shall be made in accordance with Article 20 of this Agreement.
- 10.6** (a) Vacations will be scheduled by the Company each year and as far as is practicable will be arranged in advance for such time during the year as may be found suitable after consideration has been given to the wishes of the employees and to the efficient operation of the units concerned. The vacation period is intended to be a continuous period for the full length of the vacation earned. As a concession to employees, at the discretion of the Company employees may be permitted to divide their vacation into five (5) parts. Only under exception circumstances will any consideration be given to dividing the vacation into more than five (5) periods. . Vacation pay will not be divided into more than five (5) parts.
- (b) Vacation requests will assume to have been granted if, within 30 calendar days of the proposed start of the vacation, the Company has neither approved nor denied the scheduled vacation. The parties agree that emergency situations may warrant special arrangements.

- 10.7** Normally a vacation may not be postponed from one year to another and made accumulative. However, requests to permit this will be considered. Any such request shall be made in writing, giving reasons, to the Human Resources Department.
- 10.8** Vacation pay will be paid to any employee laid off by the Company in any lay-off occurring subsequent to such employee becoming eligible to receive vacation or vacation pay.
- 10.9** Payment of wages, in lieu of vacation, will be paid to any employee leaving the Company's service, in the amount of vacation earned but not previously paid.
- 10.10** An employee's annual vacation shall be extended by one (1) working day for each paid holiday that falls during the employee's annual vacation.

## **ARTICLE 11 PAID HOLIDAYS**

- 11.1** The following days shall be considered holidays:
- |                |                  |
|----------------|------------------|
| New Year's Day | Labour Day       |
| Good Friday    | Family Day       |
| Easter Monday  | Thanksgiving Day |
| Victoria Day   | Remembrance Day  |
| Canada Day     | Christmas Day    |
| Civic Holiday  | Boxing Day       |
- 11.2** An employee who works on any of the above holidays shall be paid at twice the employee's regular rate of pay.
- 11.3** An employee who does not work on any of the above holidays shall be paid holiday pay provided the employee works their scheduled working days immediately before and after such holiday.

- 11.4** Provided the employee worked within the period of fourteen (14) calendar days prior to the holiday, holiday pay will be paid if absence in 11.2 and 11.3 of this Article was caused by:
- (a) Injury covered by Worker's Compensation.
  - (b) Illness or accident; a medical certificate is required.
  - (c) A Company approved shift change or Company approved shift changes.
  - (d) Bereavement leave (if one of the days of leave is on a paid holiday, the employee will not receive pay for the holiday).
  - (e) An approved leave of absence (up to fourteen (14) calendar days) providing the request was made in writing to the supervisor seven (7) calendar days prior to the holiday.
  - (f) While on leave and attending apprenticeship school.
- 11.5** Holiday pay is defined as - pay equivalent to eight (8) hours pay at straight time base rate for non-shift workers and eight (8) hours at straight time base rate for shift workers.
- 11.6** For the purpose of this Article, annual vacation shall be considered as days worked.
- 11.7** All other general holidays as may be declared by the Provincial Governments. Employees shall be paid for the above-mentioned general holidays at the regular rates.

## **ARTICLE 12**

### **LEAVE OF ABSENCE**

- 12.1** Bereavement leave with pay will be granted in the event of a death in the employee's immediate family to a maximum leave of 5 working days. Immediate family is understood to be employee's parents, brothers and sisters, and employee's spouse or common-law spouse, children, mother-in-law, father-in-law, grandchildren and grandparents.

**12.2** Extended leave without pay up to ninety (90) calendar days may be granted after special consideration. All seniority rights shall be retained and shall accumulate during such absence.

**12.3** Leave of absence, without pay, may be granted to a maximum of two (2) years, to fill positions in the local Union or Unifor Union (as detailed in Article 2.1).

Subject to operational requirements of the plant, and upon eleven (11) calendar days notice in writing, leave of absence without loss of seniority or other benefits, will be granted to not more than one (1) employee for the purpose of attending Union functions, such as conventions, schools and seminars. Additional leaves of absence may be granted with Company approval.

Provided an approved Union leave of absence is of fourteen (14) calendar days or less duration, and the leave is for local Union business only, and provided the local Union is not in arrears on the monthly billing notice, the Company agrees to pay employees an amount equal to their regular wage rates during such leave and will recover the monies. It is understood the Company will incur neither loss nor gain in providing the above service. The billing rate shall be established at the employee's current Wage Rate plus 15%.

**12.4 (a)** If required for the job, the Company will, upon successful completion of each separate section of the Government of Alberta Power Engineering Certification Examinations, grant four (4) hours pay at the employee's regular hourly wage for the time spent writing each section. The following schedule will apply:

- (i) 4th Class Examination - Two (2) Sections
- (b) If required for the job, the Company will grant four (4) hours pay to Maintenance employees who successfully complete Alberta Government Journeyman Examinations and who are required to take time off from their regular duties.

- 12.5** Time off with or without pay for such events as academic examinations and medical examinations shall be for that period necessary to conduct the business.
- 12.6** **MATERNITY AND PARENTAL LEAVE**  
Maternity and parental leave will be in accordance to the Employment Standards Code.

## **ARTICLE 13**

### **PERMANENT JOB VACANCIES**

- 13.1** Job vacancies or new jobs created within a department shall be filled from the classification immediately below the vacancy by the most senior employee who has the ability to do the job.
- 13.2** Apprentices shall be selected on Company's judgment of ability and shall not be subject to seniority in the selection.
- 13.3** The Company agrees that it will remove an employee from a new job if within 120 calendar days of the permanent promotion the employee is unable to do the job by Company judgment or of the employee's own accord. The employee will revert to the classification held prior to the move. If the senior employee reverts back to their classification held prior to the move, the Company will go to the next senior employee from the classification immediately below the vacancy. The employee the least seniority in the classification immediately below the vacancy will not have the option to revert back to their prior classification.
- 13.4** Judgement of Ability – the Company shall be the judge of ability and will not exercise this judgement in a discriminatory, arbitrary or capricious manner, which are subject to the normal grievance procedure.

## **ARTICLE 14 TRANSFERS**

**14.1** (a) The Company may transfer employees interdepartmentally up to 90 calendar days on a temporary basis for the operations requirements of the Company. An employee of such temporary transfer shall, on completion of the assignment, be permitted to return to the former department and assume the position the employee would have occupied had the transfer not been made. The employee shall not suffer any reduction of wage rate as a result of transfer. Transfers under this Article shall not be made if any such positions required to be filled can be filled in accordance with Article 13.1.

(b) In special circumstances transfers of up to 12 months can be mutually agreed to between the Union and the Company. Such transfers shall not result in the reduction of wage rate or job promotion opportunities for the employees affected. Employees so transferred will have the right to return to their former department on the completion of the 12 month period. If employees choose to stay beyond the 12 month period the transfer will be considered permanent.

The duration of the transfer period may be extended by mutual agreement of the Company and the Union.

**14.2** An employee wishing to transfer from one department to another shall submit an application to Human Resources for consideration for the job vacancy. Such employees will be considered for transfer prior to any new hiring and only after Article 13.1 has been exhausted.

**14.3** An employee transferring from one department to another shall enter the new department in the lowest wage rate in the department unless such transfer is made under Article 14.1 or Article 14.4.



- 14.4** An employee who accepts a position within the Company which is outside the Bargaining Unit, shall retain and accumulate seniority for a period of up to 12 months from the effective date of the transfer. This period may be extended by mutual agreement of the Company and Union.

No employee shall suffer a reduction of wage rate as a result of such reversion.

Such reversions will not exceed more than six (6) employees within a 12 month period and no more than four (4) employees from any one department during that period. The provisions of this paragraph shall not apply to those employees whose transfer out of the Bargaining Unit was for project work away from Fort Saskatchewan.

The Company shall consult with the Union in advance of the application of this Article.

## **ARTICLE 15**

### **REDUCTION OF WORKFORCE**

- 15.1** (a) In the event of a reduction of the workforce within a department, the employee with the least seniority shall be released from the department first, ability considered.
- (b) Any employee released from a department due to a reduction in the workforce may, provided an individual has sufficient capability to fulfill the requirements of the job satisfactorily, such as the necessary physical fitness and the minimum qualifications, exercise seniority to enter the other department at the lowest position where the individual with the least seniority will, in turn, exercise the employee's seniority in the same manner as above or be laid off.
- (c) This Article does not prevent a department or departments from shutting down and releasing all its employees in accordance with Article 15.1 (b).

- (d) No regular employee shall be laid off from the Company until probationary, temporary, casual, and student employees have been laid off.

**15.2** The Company shall be the judge of ability and will not exercise their judgment in a discriminatory, arbitrary or capricious manner which are subject to the normal grievance procedure.

**15.3** Any employee who is transferred in accordance with Article 15.1(a) or (b) shall have their wage rate protected as follows:

Employees moving from a classification area to a classification area will have their wages reduced to the classification they move into; however in no event will this reduction be greater than 2 wage rates lower than their classified rate. If the employee moving has a classification rate of an Operations Trainee the employee's rate will not move below the Wage Rate for the Aqua Loadout position.

**15.4** When it is necessary to increase Bargaining Unit workforces, the Company agrees to rehire employees laid off as closely as possible in the order of their previous seniority, ability considered. Employees are responsible for maintaining up to date address information with the Company. Employees who have complied with this requirement shall be notified by personal contact or registered letter. Should an employee fail to response within 14 calendar days of being notified, that the employee intends to return to work on the date specified, or fails to report on the day agreed, the employee shall lose the right of recall, unless extenuating circumstances can be demonstrated.

**15.5** Notwithstanding anything contained in this Article, the Company retains the right to place salaried employees on special training or assignments into positions covered by the Bargaining Unit for periods not to exceed 12 months to a number not exceeding four (4) employees at any one time without consulting the Union. No regular hourly employee will be laid off or suffer a reduction in wage rate

or loss of promotion as a result of such special training or assignments.

- 15.6 SEVERANCE PAY:** An employee who is laid off shall be eligible for severance pay provided:
- (a) The employee has three (3) or more years of continuous service, and
  - (b) The employee has been on layoff for more than three (3) months, and
  - (c) The employee elects to quit.

After twelve (12) months on layoff, an employee will be deemed to have quit and if eligible, severance will be paid.

The amount of severance pay will be three weeks pay [one hundred and twelve and a half (112.5) hours] at the employee's regular rate of pay, plus three weeks pay [one hundred and twelve and a half (112.5) hours] at the employee's regular rate of pay for each completed year of service to a maximum of seventy-two (72) weeks.

## **ARTICLE 16 SAFETY AND HEALTH**

- 16.1** It is agreed by both parties that it is the responsibility of the company, the union, and all employees to emphasize the need and importance of a safe and healthy working environment. As a condition of continued employment, all parties are expected to follow all health and safety policies and procedures.
- 16.2** The Company and the Union recognize that free and open communications between employees and management, is an effective means of providing a safe and healthy work environment. It is the responsibility of the Union, the Company and all employees to ensure that jointly developed health and safety programs, safety regulations, and codes of practice are implemented, maintained and adhered to.
- 16.3** The Company and Union shall establish and maintain a Health and Safety Committee (herein known as the

Committee). Union committee membership shall extend to all employees of the plant. Department representation must include a minimum of one (1) employee from each department to a maximum of three (3) employees in total at all Committee meetings.

- 16.4 CO-OPERATION:** The Union shall co-operate with the Company in maintaining rules and regulations for safety and health in the plant.

All relevant information, known to the Company concerning the identity of chemicals manufactured or used in any process at the facility will be provided to the employees. Employees will also be advised of health and safety hazards known to be associated with such chemicals and the precautions to be taken in their handling and use.

All employees are encouraged and expected to identify and report to the Company any health and safety concerns/ violations in the work place.

The Company agrees to forward to the Union in a timely manner, copies of Production and Department Safety Meeting minutes, Supervisor's Accident reports, and the results of surveys pertaining to the health and safety of employees.

- 16.5 ENVIRONMENT:** Both parties also agree on the importance of environmental control and the Company shall continue to make provisions for this. Any suggestions on this from the Union or any employee will be welcomed by the Company. The Union shall co-operate with the Company in maintaining rules made in this regard.
- 16.6 CLOTHING:** The Company agrees to supply and launder for each regular employee three (3) pairs of coveralls.
- 16.7 SAFETY FOOTWEAR:** The Company agrees to reimburse employees a percentage of the total cost for CSA approved safety footwear to a maximum of two pairs per calendar year. A third pair will be reimbursed at the above rate subject to supervisory approval. Percentage of reimbursement is deemed to be 100%.

## **ARTICLE 17**

### **TRAINING & EDUCATIONAL ASSISTANCE**

- 17.1 (a) **MANDATORY TRAINING:** Company scheduled training or meetings will be compensated at either straight time if the training is scheduled during an employee's regular hours of work or at applicable overtime rates if training is scheduled outside of the employee's regular hours of work. Only time in the training course will be compensated. Outside of Fort Saskatchewan sites, travel time will be compensated at straight time to a maximum of one (1) shift's pay per travel day.
- (b) **NON-MANDATORY TRAINING OR MEETINGS:** At the discretion of the Company, time spent in non-mandatory training or meetings will either be non-compensated or be compensated at straight time if scheduled outside an employee's regular hours of work.
- (c) **EDUCATIONAL ASSISTANCE:** Subject to supervisory approval, educational assistance is available for employees who wish to pursue Company related training after hours. Upon successful course completion, reimbursement, to a maximum of \$1500/calendar year, is available to offset the cost of tuition and books.
- (d) **Paid Education Leave (PEL)** The Employer agrees to pay into a special fund an amount of \$60.00 per year per employee to provide for a Unifor Paid Education Leave (PEL) program. Such payment will be remitted on a yearly 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, 115 Gordon Baker Road, Toronto ON M2H 0A8. The employer shall approve Education Leave for the members of a bargaining unit at the request of the Union. Candidates for PEL shall be selected by the Union to attend. The Union will provide written

confirmation to the Employer of such selection. Employees on PEL leave of absence will continue to accrue seniority and service.

- (d) An employee covering temporarily in a higher classification for the purpose of Umicore internal training for not less than 90 calendar days shall be selected based on seniority.

An employee who assumes a higher classification for no less than (90) calendar days and is returned to a lower classification shall be paid at the higher wage rate for the first ninety (90) calendar days worked at the lower classification.

## **ARTICLE 18 HOURS OF WORK**

- 18.1** (a) This Article defines the normal hours of work and provides the basis for calculating overtime. It shall not be construed as a guarantee of hours per day or per week, or of days of work per week, or as a restriction on the scheduling of a longer or shorter day or workweek whenever, in the opinion of the Company, it is necessary to meet business requirements.
- (b) Notwithstanding the above, the basic hours of work for the purpose of calculating overtime shall be defined in Articles 18.3, 18.4 and Appendix I, II and III.

**18.2 WORK PERIOD** - Shall be considered as a 24-hour period commencing with the start of a normal shift or work day. Any employee requested by the Company to work more than the normal week period as specified for shift and non-shift employees, will be compensated on the basis of either overtime rates or call out pay.

**18.3 NON SHIFT WORKERS:**  
**WORK DAY** - Eight (8) hours shall constitute a normal day's work to be performed within eight and one half hours (8.1/2) consecutive hours, starting at 7:30 a.m.

#### WORK WEEK

- (a) DAY CREW WORKER. Five consecutive days Monday to Friday.
- (b) SPLIT WEEKEND MAINTENANCE CREW WORKER: Five consecutive days, one (1) of the off days to be either Saturday or Sunday.
- (c) 10 hr shift as per letter of understanding dated August 3, 2017. Work Day – ten hours shall constitute a normal day's work to be performed within ten and one half (10 ½) consecutive hours starting at 6:00 a.m. Work Week – Four consecutive days Monday to Thursday or Tuesday to Friday.

#### 18.4 SHIFT WORKERS:

- (a) 8 hr. Shifts  
WORK DAY - Eight (8) consecutive hours shall constitute a normal work day.

SHIFTS - The shifts are:

- a) Night - 11:00 p.m. to 7:00 a.m.
- b) Day - 7:00 a.m. to 3:00 p.m.
- c) Afternoon - 3:00 p.m. to 11:00 p.m.

Provisions for 8 hr. shifts are outlined in Appendix I.

- (b) 12 hr. Shifts  
Twelve consecutive hours shall constitute a normal work day.

The shifts are:

- Day 5:00 a.m. to 5:00 p.m.
- Night. 5:00 p.m. to 5:00 a.m.

Provisions for 12 hr. shifts are outlined in Appendix II.

- 18.5 Except in isolated instances, which may arise from time to time, the Company agrees not to make changes to the normal scheduled hours, without prior consultation with the Union.
- 18.6 The Company agrees to consider job sharing requests as business needs require.

## ARTICLE 19

### WAGES AND CLASSIFICATIONS

**19.1** The classifications of all occupations and wage rates are as outlined below:

#### WAGE RATES:

	<b>April 1, 2022</b>	<b>April 1, 2023</b>	<b>April 1, 2024</b>
	<b>4.00%</b>	<b>3.00%</b>	<b>2.00%</b>
<b>Operational Classification</b>			
Casual Labourer	37.64	38.77	39.54
Aqua Loadout (4)	42.81	44.10	44.98
Operator Trainee (6)	46.40	47.79	48.75
Jr.Floor Operator (9)	51.89	53.44	54.51
Sr.Floor Operator (10)	53.38	54.98	56.08
Control Room Operator (12)	57.69	59.43	60.61
<b>Maintenance</b>			
Labourer	37.64	38.77	39.54
Helper I	44.57	45.91	46.83
Mechanic I	58.59	60.35	61.56
Mechanic Specialist	60.39	62.20	63.45

**19.2** The classifications shown above under Maintenance embraces the following trades:

#### *Mechanic Specialist:*

- Holds a minimum of two (2) current journeyman tickets, or
- one (1) current journeyman ticket plus 300 hours of company approved specialized formal training, or
- one (1) current journeyman ticket plus 100 hours of company approved specialized formal training for those who qualify via the technologies route.



*Mechanic I* -- Electrician; Instrument Mechanic; Millwright; Pipefitter; Welder

- 19.3** (a) Any employee required to assume the duties of an occupational classification, for which a higher wage rate has been established, shall be paid such higher wage rate during the period of the employee's performance of such duties. During the period exceeding 3 months duration that an employee remains at the higher classification, vacation pay, pension contributions, sickness and accident benefits, paid holidays and Union dues will be calculated on the higher rate. See Article 17 Training
- (b) Any employee required to temporarily assume the duties of a classification, for which a lower wage rate has been established shall continue to be paid at the employee's established classification rate.
- (c) An employee who assumes a higher classification for more than ninety (90) calendar days and is moved to a lower classification shall be paid at the higher wage rate for the first ninety (90) days worked at the lower classification, except where an employee is reclassified to a lower position at the employee's own request or due to disciplinary reasons, in which case the employee shall be reclassified and paid at the rate established for such classification immediately.
- 19.4** An employee shall only be placed on a "red circle" rate by mutual agreement in writing between the parties. In the event of a reduction in the workforce then Article 15.3 shall apply.
- 19.5** Apprentices shall be paid in accordance with the following rate table:

	<b>April 1, 2022</b>		<b>April 1, 2023</b>		<b>April 1, 2024</b>	
	<b>4 Year Apprentice % of Mech. 1 Rate</b>	<b>3 Year Apprentice % of Mech. 1 Rate</b>	<b>4 Year Apprentice % of Mech. 1 Rate</b>	<b>3 Year Apprentice % of Mech. 1 Rate</b>	<b>4 Year Apprentice % of Mech. 1 Rate</b>	<b>3 Year Apprentice % of Mech. 1 Rate</b>
During First year of apprenticeship and until successful completion of examinations	70% 41.02	70% 41.02	70% 42.25	70% 42.25	70% 43.09	70% 43.09
After First year of apprenticeship and until successful completion of 1 <sup>st</sup> year exams	75% 43.95	75% 43.95	75% 45.26	75% 45.26	75% 46.17	75% 46.17
After Second year of apprenticeship and until successful completion of 2 <sup>nd</sup> year exams	80% 46.87	90% 52.73	80% 48.28	90% 54.32	80% 49.25	90% 55.40
After third year of apprenticeship and until successful completion of 3 <sup>rd</sup> year exams	90% 52.73		90% 54.32		90% 55.40	

- 19.6** Any employee interested in apprenticing to a trade may secure a copy of the apprenticeship program from the Human Resources Department. While an apprentice is attending school required by the apprenticeship program which necessitates absence from work, the Company will continue the employee's regular base salary and benefits while at school, as if the employee was at active work. Should an apprentice fail to pass the required exam, the Company shall not be obligated to pay as herein provided while the apprentice is repeating the school term.
- 19.7** If there is a significant change in job responsibilities the Company agrees to meet with the union to discuss the impact on the wage rates.

## **ARTICLE 20**

### **OVERTIME AND OTHER ALLOWANCES**

- 20.1** Two (2) times the regular hourly rate shall be paid in the following circumstances:
- (a) for all hours worked in excess of the normal number of daily hours as provided in Article 18, Appendix I, Appendix II and Appendix III.
  - (b) for all hours worked on day(s) of rest.
- 20.2** Three (3) times the regular rate will be paid for work on a paid holiday in the following situations:
- (a) for non-shift workers over seven and one half (7.5):
  - (b) for shift workers over eight (8) hours: or
  - (c) for persons on a twelve hour schedule, over twelve (12) hours.
- 20.3** Any applicable premium shall be added after calculating the overtime rate. The number of hours must be claimed as overtime for hours worked and not straight time, times two.
- 20.4** If two (2) or more overtime premiums are applicable to the same hours worked, an employee shall receive only the highest overtime premium applicable to such hours. There shall be no pyramiding of overtime pay. Employees

shall not be paid at the applicable rate more than once, or for more than one reason, or under more than one provision of this Article, for the same hours worked.

- 20.5** (a) When an employee, (including a Maintenance employee) is assigned to work on a different crew, the employee shall be paid twice the regular rate for the first shift.

No premium will be paid if the change:

- (1) is at the request of the employee;
- (2) is for the individual taking training, either on site or off site;
- (3) is due to relocation of an employee under Article 15.1;
- (4) occurs to a student employee;
- (5) if an employee's crew is changed and such change results in the employee continuing to work on a day shift with no change in the employee's "days of rest";
- (6) is to return a maintenance employee to their regular schedule.
- (7) due to discipline

- (b) When a change pursuant to 20.5 (a) occurs, the employee:

- (1) shall have at least 4 days off in a pay period;
- (2) shall have no more than 4 consecutive days off in a pay period;
- (3) in Maintenance, whose first day on a different crew occurs on a statutory holiday, will be paid twice the regular rate on the second day.
- (4) a pay period is (14) fourteen consecutive days beginning and ending at 7.00 a.m. Sunday.

- 20.6** (a) Employees called into the plant for emergency or maintenance work outside of their regular scheduled hours, shall receive not less than two (2) hours pay at double time rate or the applicable overtime pay for all hours worked, whichever is greater; except if the call out is made between 8:00 p.m. and 8:00 a.m. when three (3) hours shall be paid at double time rate instead of two (2); except where an employee has been called into the plant within three (3) hours from the start of the regular shift, and continues into the regular shift, in which case the normal overtime

provisions shall apply. In addition, the Company shall pay to an employee so summoned, if residing outside a sixteen km radius of the plant, an allowance at the current CRA rate per km if driving a car, or, when necessary, provide transportation for the employee.

- (b) An employee called out prior to the employee's regular shift, and continuing into the employee's regular shift shall be permitted to work out the employee's regular shift to a maximum of twelve (12) hours.
- (c) Employees called at home for a company approved consultation, shall receive double time for the time spent on the call, minimum pay one half (.5) hr at double time.

**20.7** When an employee's regular scheduled working hours are changed by the Company; that is, both starting and finishing times changed, resulting in less than sixteen (16) hours elapsing between the end of one regular shift and the beginning of another, the employee will be paid at the applicable premium or overtime rate for the first eight (8) hours worked for shift employees and seven and one-half (7 1/2) hours worked for the non-shift employees on the new schedule.

**20.8** The Company will provide a meal for any employee who is required to perform continuous work of a duration greater than two (2) hours beyond normal shift. An additional meal shall be provided for each subsequent period of continuous work of four (4) hours.

**20.9** An employee reporting for work on the employee's scheduled shift, who has not been notified in advance not to report, will be given work for at least one half (1/2) of the shift for which the employee reported. This obligation will not prevail when the employee is prevented from working due to causes beyond the control of the Company.

**20.10** (a) Maintenance employees scheduled to work days who are required to work overtime and/or call out hours which results in less than six (6) hours

between the end of the overtime and/or call out and the employee's normal starting time of the next shift, shall receive a minimum of six (6) hours stand off time. Any portion of such six (6) hours stand off time which falls within the regular hours of work on the next shift shall be paid at the employee's regular rate of pay.

- (b) Notwithstanding 20.10 (a), stand off time will not apply for an employee called out within three (3) hours of the employee(s) regular shift.
- (c) If the Company requires an employee to continue working through their stand-off time to complete a job assignment, the employee shall be paid double time for those hours. When the task is completed and the employee shall return home and be paid straight time for the rest of the regular work day up to 7.5.

- 20.11**
- (a) All double hours (2x) with the exception of on call hours, can be banked up to a maximum of 5 shifts per employee (rolling).Employee may only have a max of 5 shifts at any one time in their bank.
  - (b) For every hour worked, 2 hours can be used as time off (1 for 2)
  - (c) An employee will not be eligible unless current regular vacation is scheduled/used (current vacation)
  - (d) Approval process to use banked hours is the same as vacation.
  - (e) If the banked time is unused, it will be paid out every 12 months on March 31<sup>st</sup>.

**The Company whenever possible will endeavour to utilize the qualified available employee for overtime within their department at management discretion.**

**Personal Leave – The Company will provide full time 8 hr day shift union employees four (4) personal days per calendar year. An allotment of 1 day per quarter will be given. You must use the day in the quarter that they are given, they cannot be carried over and are not payable upon termination.**

## **ARTICLE 21 PREMIUM PAY**

- 21.1 SHIFT:** This Article applies to employees considered shift workers, and split weekend maintenance crew workers.

The Company agrees to pay a shift premium for all hours worked on the 7:30 a.m. to 3:30 p.m. day shift, an afternoon premium for all hours worked on the 3:30 p.m. to 11:30 p.m. afternoon shift and a night shift premium for all hours worked on the 11:30 p.m. to 7:30 a.m. night shift.

Shift premiums for employees working an eight (8)-hour or twelve (12)-hour shift schedule are contained in Appendix I and II.

- 21.2 SKILL:** If required for the job, in job classifications approved by the Alberta Department of Labour or Umicore Canada Inc., a premium will be paid to all operators who possess a valid 4th Class Steam Engineer's Certificate or for completion and passing grade of the 4<sup>th</sup> class power engineer program at NAIT only. Employees will be paid a skill premium per hour for all hours worked.

	<b>April 1, 2022</b>	<b>April 1, 2023</b>	<b>April 1, 2024</b>
	<b>4.00%</b>	<b>3.00%</b>	<b>2.00%</b>
<b>Skill Premium Pay</b>	<b>1.67</b>	<b>1.72</b>	<b>1.76</b>

- 21.3 CREW LEADER:** A premium of 1.94 will be paid to an employee who is assigned to be the crew leader for a

specific assignment and time period, Rate was grandfathered effective April 1, 2022 and will no longer be included in the negotiated increase %.

## **ARTICLE 22**

### **TRANSPORTATION**

**22.1** The Company agrees to provide adequate parking.



## **APPENDIX I**

### **8-HOUR SHIFT PROVISIONS**

#### **1. CONDITIONS**

- 1.1** Eight hour shift schedules will only be implemented where in the opinion of the Company it is practical to do so. The Company reserves the right to schedule the workday or workweek in accordance with Article 18 of the Collective Agreement.

#### **2. HOURS OF WORK**

- 2.1** Work week schedules for 8 hour shift schedules include
- a) Night - 11:00 p.m. to 7:00 a.m.
  - b) Day - 7:00 a.m. to 3:00 p.m.
  - c) Afternoon - 3:00 p.m. to 11:00 p.m.

#### **2.2 WORK WEEK**

The average based on a schedule of 5 on, 2 off by which 40 hours are worked over a five (5) calendar day (1 week) period, with (1) of the days off to be either Saturday or Sunday.

- 2.3** If any of the above schedules do not meet operational requirements, the Union and the Company may develop and implement schedules different than the ones above.

Operational requirements in any particular department may require the implementation of different shift schedules in different sections of the department.

- 2.4** The pay period is fourteen calendar days commencing at 6:00 a.m. Sunday morning.

- 2.5** Any paid leave will be paid to a maximum of eight (8) straight time hours for each day absent from work.

#### **3. OVERTIME**

- 3.1** Overtime will be paid under the following conditions.
- (a) All hours worked in excess of eight (8) in one work day.
  - (b) Work on a scheduled day of rest.
  - (c) Over eight hours worked on a paid holiday (Article 11).

- (d) It is understood and agreed that hours compensated at overtime rates in the schedule shall not be counted further in determining overtime liability.

**3.2** The Company will provide a meal for any employee performing continuous work for a duration greater than ten (10) hours and every four (4) hours thereafter.

**3.3** An employee called out prior to the employee's regular shift, and continuing into the regular shift shall be permitted to work the employee's regular shift to a maximum of sixteen (16) hours.

**3.4** When an employee's regular scheduled working hours are changed by the company; that is, both starting and finishing times changed, resulting in less than eight (8) hours elapsing between the end of one regular shift and the beginning of another, or less than eight (8) hours notice is given of the change, the employee will be paid the applicable premium or overtime rate for the first eight hours worked.

#### **4. PAID HOLIDAYS**

**4.1** Holiday pay is defined as pay equivalent to eight (8) hours at straight time base rate for shift workers.

**4.2** The statutory holiday period is defined as a twenty-four (24) hour period beginning at the start of day shift on the day of the holiday.

#### **5. SHIFT DIFFERENTIAL**

**5.1** The Company agrees to pay a shift worker a shift premium for all hours worked on the 7:00 a.m. to 3:00 p.m. day shift, an afternoon premium for all hours worked on the 3:00 p.m. to 11:00 p.m. afternoon shift and a night shift premium for all hours worked on the 11:00 p.m. to 7:00 a.m. night shift.

The applicable premiums are:

	<b>April 1, 2022</b>	<b>April 1, 2023</b>	<b>April 1, 2024</b>
	<b>4.00%</b>	<b>3.00%</b>	<b>2.00%</b>
Days	0.99	1.02	1.04
Afternoons	2.11	2.17	2.22
Nights	3.68	3.79	3.87
Blended Rate	2.26	2.32	2.37
Day/Afternoon Rate Blended	1.55	1.60	1.63

- (a) A Blended shift premium will be paid to those shift workers who work a shift rotation schedule (all shift rotations), as per the above chart.
- (b) If a shift worker who only works an Afternoon shift schedule or Night shift schedule, the shift worker will be paid the applicable premium as per the above chart.

## **6. MUTUAL SHIFT EXCHANGES**

- 6.1** Employees working the eight hour shift schedule will continue to be able to exchange shifts with prior approval. However, no eight hour shift employee will be permitted to work twenty-four consecutive hours.

## **7. SICKNESS & ACCIDENT**

- 7.1** Payments will commence in accordance with Article 9.3.

Payment will be based on eight straight time hours per normal shift missed to a maximum of thirty-seven and one-half hours per week (the week beginning Sunday at 6:00 a.m.).

## **8. REVERSION**

The parties to this addendum recognize the possibility of modification being required subsequent to implementation. They also recognize the desirability of the parties meeting to resolve any problems that may arise.

## **APPENDIX II**

### **12 HOUR SHIFT PROVISIONS**

#### **1. CONDITIONS**

- 1.1** Twelve hour shift schedules will only be implemented where in the opinion of the Company it is practical to do so. If an operation ceases to be a continuous seven day shift operation either temporarily or permanently for any reason the Company reserves the right to schedule the work day or work week in accordance with Article 18 of the Collective Agreement.

#### **2. HOURS OF WORK**

- 2.1** Compressed work week schedules that may be implemented for shift workers include the following:
- (a) A 42 hours per week work schedule allowing for thirty-six hours of overtime beyond three-hundred hours in an eight week period. Each complete shift actually worked is allocated 10.7 hours at straight time rates and 1.3 hours at overtime rates. The overtime hours paid shall not be construed as part of the average daily wage.
  - (b) The earned Day Off schedule allowing for overtime from thirty-seven and one-half hours per week to forty hours per week with the time worked from forty to forty-two hours per week paid at regular rates and taken as scheduled earned days off in place of overtime pay.
  - (c) A twelve hour schedule that averages 37.3 hours per week over a nine week period.

- 2.2** If any of the above schedules do not meet operational requirements, the Union and the Company may develop and implement schedules different than the ones above.

Operational requirements in any particular department may require the implementation of different shift schedules in different sections of the department.

#### **2.3 WORK WEEK**

The normal work week for a twelve (12) hour shift (24 hours/day, 7 days a week rotation), shall average 42 hours per week when averaged over the shift cycle (8

weeks). The first day of the cycle shall commence when the first Day Shift starts on Sunday.

**2.4** The pay period is fourteen calendar days commencing at 6:00 a.m. Sunday morning.

**2.5** Any paid leave will be paid to a maximum of twelve (12) straight time hours for each day absent from work.

**3. OVERTIME**

**3.1** Overtime will be paid under the following conditions.

- (a) All hours worked in excess of twelve (12) in one work day.
- (b) Work on a scheduled day of rest.
- (c) Over twelve hours worked on a paid holiday (Article 11).
- (d) It is understood and agreed that hours compensated at overtime rates in the schedule shall not be counted further in determining overtime liability.
- (e) All hours in excess of normal hours of work contained in this Agreement and forming part of and built into a compressed work week schedule (i.e. 12 hour shifts) shall be paid at 1 1/2 times the regular rate.

**3.2** The Company will provide a meal for any employee performing continuous work for a duration greater than fourteen (14) hours.

**3.3** An employee called out prior to the employee's regular shift, and continuing into the regular shift shall be permitted to work the employee's regular shift to a maximum of sixteen (16) hours.

**3.4** When an employee's regular scheduled working hours are changed by the company; that is, both starting and finishing times changed, resulting in less than twelve (12) hours elapsing between the end of one regular shift and the beginning of another, or less than twelve (12) hours notice is given of the change, the employee will be paid the applicable premium or overtime rate for the first twelve hours worked.

**4. PAID HOLIDAYS**

**4.1** Holiday pay is defined as pay equivalent to eight (8) hours at straight time base rate for shift workers.

**4.2** The statutory holiday period is defined as a twenty-four (24) hour period beginning at the start of day shift on the day of the holiday.

**5. ANNUAL VACATION**

**5.1** An employee's annual vacation shall be extended by one working day with pay for each holiday that falls during the employee's annual vacation. Pay for the paid holiday shall be eight (8) hours at the employee's straight time base rate.

**5.2** Vacations shall be granted to eligible employees annually as follows:

- (a) Newly hired employees will be eligible for (.83) days' vacation for each month's service up to April 1<sup>st</sup> of the current year. The vacation shall be taken after April 1<sup>st</sup> of the current year.
- (b) During the year in which an employee completes one (1) year but less than seven (7) years of continuous service they shall be entitled to ten (10) working days vacation with pay.
- (c) During the year in which employees complete seven (7) years but less than sixteen (16) years of service they shall be entitled to fourteen (14) working days vacation with pay.
- (d) During the year in which employees complete sixteen (16) years but less than twenty-three (23) years of service they shall be entitled to seventeen (17) working days vacation with pay.
- (e) During the years in which employees complete twenty-three (23) years or more of service the employee shall be entitled to twenty (20) working days vacation with pay.

**5.3 (a)** Vacations will be scheduled by the company each year and as far as is practicable will be arranged in advance for such time during the year as may be found suitable after consideration has been given to the wishes of the employees and to the efficient operation of the units concerned. The vacation period is intended to be a

continuous period for the full length of the vacation earned. As a concession to the employees, at the discretion of the Company, employees may be permitted to divide their vacation into five (5) parts. Only under exceptional circumstances will any consideration be given to dividing the vacation into more than five (5) periods.

- (b) Vacation requests will be assumed to have been granted if, within thirty (30) calendar days of the proposed start of the vacation, the Company has neither approved nor denied the scheduled vacation. The parties agree that emergency situations may warrant special arrangements.

**6. SHIFT DIFFERENTIAL**

**6.1** The Company agrees to pay a shift worker a shift premium for all hours worked on the 6:00 a.m. to 6:00 p.m. day shift and the 6:00 p.m. to 6:00 a.m. night shift.

	<b>April 1, 2022</b>	<b>April 1, 2023</b>	<b>April 1, 2024</b>
	<b>4.00%</b>	<b>3.00%</b>	<b>2.00%</b>
Days	0.99	1.02	1.04
Afternoons	2.11	2.17	2.22
Nights	3.68	3.79	3.87
Blended Rate	2.26	2.32	2.37
Day Blended Premium	1.38	1.42	1.45
Night Blended Premium	3.19	3.29	3.35

- (a) A Blended shift premium will be paid to those shift workers who work a shift rotation schedule (all shift rotations), as per the above chart.

- (b) If a shift worker who only works a Day shift schedule or Night shift schedule, the shift worker will be paid a new blended shift premium for all hours worked, as per the above chart.

**7. LEAVE OF ABSENCE**

- 7.1 Bereavement leaves for shift workers on twelve (12) hour shifts shall be paid at twelve (12) hours per day straight time rates in accordance with Article 12.1.

**8. MUTUAL SHIFT EXCHANGES**

- 8.1 Employees working the twelve hour shift schedule will continue to be able to exchange shifts with prior approval. However, no twelve hour shift employee will be permitted to work a double shift (that is, twenty-four consecutive hours).

**9. SICKNESS & ACCIDENT**

- 9.1 Payments will commence in accordance with Article 9.3.

Payment will be based on twelve straight time hours per normal shift missed to a maximum of forty-four hours per week (the week beginning Sunday at 6:00 a.m.). Under no circumstances will any employee receive more hours paid than the employee would have earned if the employee had worked the regular scheduled hours in any one pay period.

**10. REVERSION**

The parties to this addendum recognize the possibility of modification being required subsequent to implementation. They also recognize the desirability of the parties meeting to resolve any problems that may arise.



April 27, 2000

## LETTER OF UNDERSTANDING

### Bonus Vacation Program

New employees hired on or after April 1, 1992 will not be eligible for bonus vacation entitlement. The Plan remains in effect for all regular full-time employees actively employed as of March 31, 1992.

Article 11.4 (Bonus Vacation Program) will be removed prior to the printing of the 1992 Collective Agreement and retained on file for administrative purposes for those employees that the Plan remains in effect.

For the Union

*Brian Campbell  
Jack Sherman  
Glenn McIntyre*

For the employer

*Alan Konkin  
Patrick Drapeau  
Dee Schriver  
Peter Stenzel*

April 27, 2000

## **LETTER OF UNDERSTANDING**

### **Sickness and Accident Long Term Disability**

This letter outlines the understanding of the parties with respect to Sickness and Accident and Long Term Disability.

In the event an employee who is receiving Sickness and Accident or Long Term Disability benefits is capable of performing modified work, the Company where appropriate, may accommodate the employee in a modified work position. Such accommodation will be based on a medical evaluation and clearance, of the employee's ability to perform such work.

#### For the Union

*Brian Campbell  
Jack Sherman  
Glenn McIntyre*

#### For the employer

*Alan Konkin  
Patrick Drapeau  
Dee Schriver  
Peter Stenzel*

March 8, 2007

## **LETTER OF UNDERSTANDING**

### **AQUA LOADING**

Both parties agree that the position of Aqua Loading will be established with the understanding that this position is contingent upon the continuance of Umicore Canada Inc.'s contract with Marsulex. Should this contract cease, Umicore Canada Inc. will eliminate the position.

The position will be full-time, based on a 37.5 hour work week, 7.5 hours a day, Monday to Friday, 7:00 a.m. to 3:00 p.m., and paid at a Wage Rate 4 of the current Collective Agreement. The incumbent will be required to work 40 hours per week. Daily overtime will be applied for .50 hours per day to make up the difference between 7.5 and 8 hours per day.

In addition to performing aqua loading duties, the incumbent of the position will be required to provide backfill relief for the Operators, therefore, the individual will be required to hold a 4<sup>th</sup> Class Steam Ticket.

For the Union

*Brian Campbell  
Dale Leismeister  
Glenn McIntyre*

For the employer

*Bruce Sutheland  
Jim Rusk  
Dee Schriver*

March 8, 2013

## **LETTER OF UNDERSTANDING**

### **BANKED OVERTIME FOR RETIREMENT PURPOSES**

The Company has agreed to allow employees age 55+ to bank overtime for the purpose of saving for retirement. Withdrawals will not be allowed without Company approval except at date of retirement.

A separate Ivara income code will be set up to track the banked overtime for retirement purposes.

A request form will need to be completed and signed by all employees wishing to take part in this program.

Changes to this program will be at the Company discretion.

#### For the Union

*Martin Petrukovich  
Brian McLennan  
Phil Belange*

#### For the employer

*Tracy Hubbel  
Jim Rusk*

**INDEX TO COLLECTIVE BARGAINING AGREEMENT**

Ability ..... 13.1

Apprenticeship Program ..... 19.6

Arbitration ..... 8

Banked Overtime ..... 20.11

Bargaining Committee ..... 6.4

Benefits - Cessation ..... 9.9

Benefits - Continuance..... 9.8

Bereavement Leave ..... 12.1

Boot Allowance ..... 16.7

Callout Pay ..... 20.6

Casual Employee ..... Page 6

Change to Normal Scheduled Hours ..... 18.5

Cooperation ..... 4.1

Definitions ..... Page 5

Dental Plan..... 9.5

Department ..... Page 5

Discrimination..... 4.3

Effective Dates ..... Page 1

Extended Health Plan ..... 9.4

Family Active Living ..... 9.11

Grievance - By Union ..... 7.2

Grievance - By Company..... 7.2

Grievance - By Employee ..... 7.1

Group Life Insurance ..... 9.2

Holiday Pay Defined ..... 11.6

Holiday During Vacation ..... 10.5

Holiday During Vacation ..... 10.12

Holiday Pay - Not Worked ..... 11.3

Holiday Pay - Worked ..... 11.2

Holiday Pay Exclusions..... 11.4

Hours of Work ..... 18

Leave of Absence ..... 12

Leave of Absence for Union Duty ..... 12.3

Lockout..... Page 6

Long Term Disability ..... 9.6

Management Rights..... 3.2

Maternity and Parental Leave ..... 12.6

Overtime ..... 20

Overtime Meal..... 20.8

Paid Holidays ..... 11.1

Pension Plan..... 9.1

Premium Pay - Shift ..... 21.1

Premium Pay - Skill.....	21.2
Premium Pay - Crewleader.....	21.3
Premium Pay - Crew Change Shift Employee ....	20.5
Premium Pay - Shift Schedule Change .....	20.5
Premium Pay - If More Than One Applies.....	20.4
Probationary Employee.....	Page 5
Recognition - Union .....	3.1
Red Circle - Definition .....	Page 6
Red Circle Rate.....	19.4
Reduction in Workforce.....	15
Regular Employee .....	Page 5
Renewal of Agreement .....	Page 1
Reporting Pay .....	20.9
Representation .....	6.1
Safety and Health .....	16
Scope .....	1
Seniority .....	2
Severance Pay.....	15.6
Short Change.....	20.7
Stand Off Time .....	20.10
Sickness and Accident.....	9.3
Steam Engineers - Exams .....	12.4
Steam Engineers - Premium.....	21.2
Stewards .....	6.1
Student Employee.....	Page 6
Temporary Employee.....	Page 5
Temporary Upgrading .....	19.3
Trades Categories .....	19.2
Training and Educational Assistance .....	17
Transfers .....	14
Transportation .....	22
Union/Management Meetings.....	6.3
Union Dues .....	5.1
Union Security.....	5.1
Vacancies - Job .....	13
Vacation Entitlement .....	10.3
Vacation Pay - Layoff.....	10.10
Vacation Pay - On Termination.....	10.11
Vacation Pay - When Available .....	10.8
Vacation Pay - Amount .....	10.4
Vacation Period.....	10.2
Vacation Postponement.....	10.9
Vacation Scheduling .....	10.8
Vision Care Plan .....	9.7

Wage Classifications.....	19.1
Work Day - Non Shift Workers.....	18.3
Work Day - Shift Workers .....	18.4
Work Period .....	18.2

**APPENDIX I - EIGHT-HOUR SHIFT**

Conditions .....	1
Hours of Work .....	2
Mutual Shift Exchanges .....	6
Overtime.....	3
Paid Holidays .....	4
Reversion Clause.....	8
Shift Differential.....	5
Sickness and Accident.....	7
Work Week.....	2

**APPENDIX II - TWELVE-HOUR SHIFT**

Annual Vacation .....	5
Conditions .....	1
Hours of Work .....	2
Leave of Absence .....	7
Mutual Shift Exchanges .....	8
Overtime.....	3
Paid Holidays .....	4
Reversion Clause.....	10
Shift Differential.....	6
Sickness and Accident.....	9
Work Week.....	2

**LETTERS OF UNDERSTANDING**

## **EMPLOYEE ASSISTANCE**

Without detracting from the rights and obligations of the parties recognized in the provisions of this Agreement, the Company and the Union agree to co-operate in encouraging employees afflicted with alcoholism or other drug addictions to undergo a coordinated program directed to the objective of their rehabilitation.