# **Collective Agreement**

- between -

## SUEZ Water Technologies & Solutions Edmonton, Alberta

(hereinafter referred to as the "Company")

- and -

UNIFOR (The Union) Local Union No. 777

(hereinafter referred to as the "Union")

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#### \*\*Preamble

This agreement is effective this 1<sup>st</sup> day of January **2018**, between GE Betz Canada, Edmonton, Alberta hereinafter designed as the "Company", UNIFOR, Local 777, hereinafter designed as the "Union".

## Article 1 - Purpose

1.1 The parties to this Agreement share the vision of being recognized by customers as the most technically advanced supplier of engineered treatment programs for water and industrial process systems. In this context, efficient and responsive business practices with high standards of service are recognized as essential to the joint interest of employees and the Company in achieving the best income, security, and work environment.

The purpose of this Agreement is to set out employment conditions, which will support achievement of these results.

## Article 2 - Term of Agreement

- 2.1 \*\*This Agreement shall be in full force and effect from January 1, 2018 to December 31, 2021.
- 2.2 Either party to this Agreement may, not less than sixty (60) days and not more than one hundred twenty days (120) days preceding the expiry date of this Agreement, require the other party to commence collective bargaining.
- 2.3 If neither party gives notice to commence collective bargaining as prescribed in Article 2.2, this Agreement shall be automatically renewed for a period of one (1) year from its expiry date and shall, thereafter, run from year to year until opened for negotiations by the procedure described in Article 2.2.
- 2.4 Should negotiation of a new collective agreement not be completed prior to the expiry, this Agreement will remain in effect until:
  - (a) a new collective agreement is concluded, or
  - (b) the right of the bargaining agent to represent the employees is terminated, or
  - (c) a strike or lockout commences.

## Article 3 - Scope and Recognition

3.1 The Company recognizes the Union as the sole and exclusive bargaining agent for Employees at its facilities in Edmonton, Alberta within the scope of Certificate Number 93-2014 issued by the Alberta Labour Relations Board, namely, "All employees except office, clerical and sales personnel".

## Article 4 - Union Membership and Dues

4.1 The Company agrees to deduct once a month from the salary due and payable to each Employee covered by this Agreement, an amount equal to the monthly dues or assessments determined from time to time by the Union and communicated to the Company. The total amount of such deductions shall be remitted by the Company together with a list of names of Employees from whom the deductions were made to the treasurer of the Union forthwith after deductions are made. The deduction of dues and assessments constitute a continuing condition of employment.

## Article 5 - Management Responsibilities

- 5.1 The Union recognizes that the Company has the sole authority to manage its affairs, including the right to plan, direct and control operations, to direct its working forces, including the right to hire, to administer pay within the terms of this Agreement, to set standards for performance of work and evaluate performance, to promote, demote or transfer Employees within the terms of this Agreement, to suspend or discharge any Employee for just cause, to increase or decrease the working force of the Company, to reassign jobs or duties, to reorganize, consolidate and close operations from time-to-time as circumstances and necessity may require, to determine locations of its operations and activities, and to determine products to be handled, stored, processed, shipped or sold, provided such actions are not inconsistent with the terms of this Agreement.
- 5.2 The Union further recognizes the right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities and to make and alter from time to time the rules and regulations to be observed by the Employees provided such rules and regulations are not inconsistent with the terms of this Agreement.
- 5.3 Matters not specifically covered by the express provisions of this Agreement will be dealt with at the sole discretion of the Company.
- 5.4 The Union agrees to support the Company to the fullest extent in its efforts to operate the plant, equipment and process at maximum efficiency, having in mind economy of operation, the safety and welfare of Employees and the quality and quantity of products.
- 5.5 The Company shall not exercise the above Company rights in a manner inconsistent with the other terms of this Agreement.

#### Article 6 - Grievance and Arbitration Procedure

#### 6.1 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Agreement.

The Company and the Union agree it is most desirable to resolve any difference arising out of the interpretation, application, administration, or alleged violation of this Agreement through discussion so that it is not necessary to initiate a formal grievance according to this grievance procedure. These informal discussions will include a Union Steward assisting the employee whenever the employee wishes this assistance.

## 6.2 Settling of Grievances

At each step of the grievance procedure the Grievor shall have the right to be present and shall be present if requested by the Union. An earnest effort shall be made by all parties to settle grievances fairly and promptly in the following manner.

## Step One

If an Employee or a group of Employees has a formal grievance, the Employee or group of Employees will submit to the Employee's Manager or designate a written statement of the grievance on the approved grievance form within ten (10) calendar days of the date that the Grievor(s) became aware of, or reasonably should have become aware of, the alleged cause of such grievance.

The grievance when presented in writing must be signed by the Employee or group of Employees and the Union's representative, and shall contain:

- (1) a summary of circumstances giving rise to the grievance.
- (2) the provision(s) of the Agreement considered violated.
- (3) the particulars of the remedy sought.

The Employee's Manager or designate shall meet with the Union Steward and/or Union Representative or designate within ten (10) calendar days of receipt of the grievance and shall render a decision in writing within ten (10) calendar days of this meeting.

#### \*\*Step Two

Failing satisfactory settlement being reached in Step One, the Union Steward and/or Union representative, within ten (10) calendar days of receipt of the decision in Step One, will advance the grievance in writing to the Human Resources Executive, Client Support. The Human Resources Executive, Client Support with or without the Plant Manager, or their designates shall meet with the Union Steward and/or representative or designate within fourteen (14) calendar days of receipt of the grievance and shall render a decision in writing within ten (10) calendar days of the meeting.

## Step Three

Failing satisfactory settlement being reached in Step Two, within fourteen (14) calendar days of receipt of the decision in Step Two, the grievance may be referred in writing to arbitration by either party.

## 6.3 Policy Grievance

The Company or the Union may initiate a policy grievance where the dispute involves a question of general application or interpretation of the Agreement. The aggrieved party shall submit the grievance in writing within ten (10) calendar days of when the aggrieved party became aware of, or reasonably should have become aware of, the alleged cause of such grievance. The grievance, when presented in writing, must be signed by the Union or the Company, and shall contain:

- (1) a summary of circumstances giving rise to the grievance,
- (2) the provision(s) of the Agreement considered violated,
- (3) the particulars of the remedy sought.

Failing satisfactory settlement being reached within fourteen (14) calendar days of receiving the grievance in writing, either party may refer the grievance in writing to arbitration.

## 6.4 Service of Documents

Written documents required to be delivered in this grievance procedure will be considered properly served on the same date when delivered personally, or by facsimile transmission. If delivered by mail, the date of delivery will be considered to be four (4) calendar days after the date of the postmark.

#### 6.5 Time Limits

If a grievance is not initiated or processed within the time limits in the Grievance Procedure including the referral to arbitration by the party initiating the grievance, the grievance shall be deemed to have been abandoned without prejudice to the interpretation of the Agreement or another grievance. If the party responding to the grievance does not provide a reply within the time limits of this Agreement, the grievance shall advance to the next step.

6.6 Subject to operating needs, the Union Steward or representative(s) will be permitted to leave their regular duties for a reasonable length of time without loss of time or pay for the purpose of processing and settling grievances with the prior approval of the Company. This approval will not be unreasonably withheld.

Grievance meetings will be arranged at times and locations mutually agreed by the parties. The salary of the Grievor(s) and Union Steward will be maintained if grievance meetings occur during regular working hours.

- 6.7 When one party submits a grievance to Arbitration in accordance with Article 6.2 or 6.3, that party shall notify the other party in writing, of its intention to submit the grievance to Arbitration and such notice shall include the name and address of the first party's nominee to the Arbitration Board.
- The other party shall, within ten (10) calendar days of receipt of such notice, notify the first party, in writing, of the name and address of their nominee to the Arbitration Board.
- 6.9 The two nominees so named shall, within fifteen (15) calendar days, jointly appoint a third arbitrator who shall be the Chairperson of the Arbitration Board.
- 6.10 If the Company's nominee and the Union's nominee fail to jointly appoint a Chairperson within the time limits, or if one party fails to appoint a nominee within the time limits, the Director of Mediation Services may be requested to appoint the nominee or Chairperson in accordance with the Alberta Labour Relations Code.
- 6.11 The Company and the Union may by mutual agreement, in writing, agree to a single arbitrator who shall be the Chairperson and constitute the Arbitration Board.
- 6.12 The Company and the Union shall each bear the total costs of its respective nominee to the Arbitration Board and shall share equally the total costs of the Chairperson of the Arbitration Board.
- 6.13 The decision of the majority shall be the decision of the Arbitration Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Arbitration Board. The decision of the Arbitration Board shall be final, binding and enforceable on all parties affected. The Arbitration Board shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this Agreement, but it is agreed that where disciplinary action is involved the Arbitration Board shall have the power to amend a penalty imposed by the Company.
- 6.14 The time limits specified in both the grievance and Arbitration procedures may be extended by mutual agreement between the Company and the Union. Mutual agreement to extend time limits must be in writing and signed by both parties before it will constitute mutual agreement for the purposes of this provision.

## Article 7 - Discipline

- 7.1 No Employee shall be disciplined except for just cause.
- 7.2 When an Employee is to receive written notice of discipline in the form of a written warning, suspension, or dismissal, the Employee shall be advised in advance of his or her right to have a Union Steward present at the meeting.
- 7.3 An Employee may, accompanied by the Company representative, review his or her personnel file. The Company agrees that there shall be only one official personal file for each Employee. At no time shall an Employee remove from his or her personnel file any document contained therein. However, an Employee may copy any such document.

## 7.4 <u>Disciplinary Record</u>

Any written disciplinary document must be entered upon the Employee's official personnel file. Such documents shall constitute the past disciplinary record of the personnel file. Only past disciplinary documents properly contained in the personnel file may be relied upon, and only such documents may be presented as evidence of the Employee's past disciplinary record.

7.5 An employee who has a disciplinary document in his/her file may, after two (2) years from the date of the document, apply to the Company for removal of such document, providing sufficient evidence of improved performance. The Company will consider such requests, at its sole discretion, taking into account such facts, as the employee's disciplinary record, performance, and other such information as may, in the opinion of the Company, be appropriate.

#### Article 8 - Seniority

- 8.1 Seniority will be defined as an employee's length of continuous service with the Company at the Edmonton site.
- 8.2 Seniority will be lost and the employee will be deemed to have ceased to be an employee of the Company if:
  - The employee retires,
  - The employee provides written resignation of employment with the Company,
  - The employee is dismissed for just cause,
  - The employee does not return to work within ten (10) working days of receiving written notification to return to work after a lay-off,
  - e) The employee does not return to work at the end of an authorized leave of absence and fails to inform the Company of the acceptable reasons for such further absence.

- f) The employee is absent from work for three (3) or more consecutive days and fails to inform the Company of the acceptable reasons for such absence, unless he/she can demonstrate an incapacity to report such absence,
- g) The employee is laid off for a period of more than twelve (12) months.
- 8.3 In making decisions with respect to staff reductions, re-employment, filling of vacancies within the bargaining unit, the Company will consider the relative qualifications and ability of employees. In the event that these factors are considered approximately equal, seniority will be used as a deciding factor.
- 8.4 \*\* Management will provide a seniority list to the Union Executive Team at the beginning of each year of the current contract and/ or when up dates are made to the list.

## Article 9 - Probationary Period

9.1 Probation For Newly Hired Employees

A newly hired Employee shall be on probation for the Employee's first one hundred twentysix (126) days worked.

9.2 A probationary Employee shall not be entitled to have his or her termination subject to the arbitration procedure under Article 6.

#### Article 10 - Pay

- 10.1 Job classifications and pay shall be according to Schedule "A" attached to and forming part of this Agreement.
- 10.2 If the Company implements, during the life of the Agreement, new job classifications that fall within the scope of this Agreement as set out in Article 3.1, the Company shall notify the Union of this new job classification and the pay rate it feels applicable. If the Union disagrees with the pay rate established by the Company, the Union shall advise the Company in writing of their desire to negotiate the pay rate. If agreement is not reached between the parties within thirty (30) days of the written notice, the matter may be referred to arbitration for determination of the pay rate. If the pay rate is changed as a result of negotiations or an arbitrator's decision, the revised pay rate shall be applied retroactively to the date the Employee was assigned to the new job.

#### 10.3 Pay for Work in Another Classification

An employee temporarily assigned to work which carries a lower rate of pay than his/her regular rate of pay, shall receive his/her regular rate of pay while on the temporary assignment.

10.4 \*\* Second shift premium of \$1.25/hr will be paid to any employee, for all time worked, on regular second and regular third shifts. Two (2) fifteen minute paid rest periods and one unpaid meal break of one-half (1/2) hour on each scheduled shift will be provided.

#### Article 11 - Hours of Work

- 11.1 This Article defines the normal hours of work and shall not be construed as a guarantee of hours of work per week, or of days of work per week or as a restriction on the scheduling of a longer or shorter work week whenever, in the opinion of the Company, this is required for business reasons.
- 11.2 The Union recognizes the Company's need for the flexibility to establish work schedules, to amend work schedules, to assign and re-assign Employees to work schedules, to set Employees' hours of work, and to change these arrangements to meet operating needs as the sole responsibility of the Company without limitation except as expressed through the specific written conditions of this Agreement.
- 11.3 Regular Work Schedules and Compressed Work Week Schedules:

Regular schedules for Employees shall be defined for the purposes of this Agreement as eight (8) hours per day, forty (40) hours per week, on five (5) days of work per week as determined by the Company. The Company may also establish schedules with variable hours of work per day, including compressed workweek schedules, which average forty (40) hours per week over the rotation cycle of the schedule. All Employees will be expected to rotate through appropriate work schedules. Work schedules will be provided by the Company. The Company will provide Employees with five (5) calendar days notice of any changes in work schedules.

#### 11.4 Breaks

Employees shall be entitled to two (2) fifteen minute paid rest periods and one unpaid meal break of one-half (1/2) hour on each scheduled day of work. The meal break will be taken at approximately midway through the shift.

#### Article 12 - Overtime

- 12.1 If an Employee is required to work in excess of the hours of a regular work schedule or compressed work week schedule as outlined in Article 11.3, the Employee will be paid one and one-half times (1 1/2x) the Employee's regular hourly rate for the additional hours of work, or at a rate of double time (2x) for all time worked on Sundays.
- 12.2 Employees called out for unexpected emergency work not continuous with their regular work schedule shall receive a minimum of three (3.0) hours at one and one-half times (1-1/2x) the regular hourly rate or pay for actual hours worked at the overtime rate, whichever is the greater.
- 12.3 Scheduled or planned overtime on weekends, recognized holidays or continuous with the regular work schedule will not be subject to the minimum three (3) hours pay as outlined in 12.2.

\*\*Employees may elect to be paid for overtime or may choose to replace the payment of up to a maximum of twenty-four (24) hours of overtime by leave, on the basis of one hour worked = 1.5 hours of leave. Said leave must be used prior to the end of the current calendar year and cannot be carried over to the following year, nor can it be used from June 1<sup>st</sup> to September 15<sup>th</sup> in that calendar year. However, if such overtime is accumulated in the month of October, November and/or December, the employee can carry over such banked overtime into the following calendar year up to a maximum of 90 days. Any outstanding overtime that has not been used as outlined above will be paid out at the appropriate premium rate. Said leave must be authorized by the employee's immediate supervisor and must not disrupt production.

## Article 13 - Recognized Holidays

13.1 Employees shall be entitled to the following recognized holidays with pay:

New Year's Day

Family Day

Good Friday

Victoria Day

Canada Day

First Monday in August

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

Personal Floater

Either the First Monday in August or a second Personal Floater will be observed based on a decision by the majority of all personnel employed at the Edmonton site as the 12<sup>th</sup> paid holiday.

Through mutual agreement between the Company and the Union, another day may be substituted on which any of the above holidays is observed.

- 13.2 A Full-time Employee whose regular day off falls on a recognized holiday shall receive equivalent time off.
- 13.3 Employees required to work on a recognized holiday shall be paid one and one-half times (1 1/2X) the Employee's straight-time rate for hours actually worked in addition to the recognized holiday pay the Employee is eligible to receive.
- An Employee is not entitled to recognized holiday pay if the Employee is absent from employment without the consent of the Company on the Employee's last regular work day preceding, or the Employee's first regular work day following a recognized holiday.
- Employees shall not be entitled to be paid for recognized holidays at times they are not working such as layoffs or unpaid leaves of absence. When an Employee is receiving benefits through plans such as sickness, long-term disability or workers' compensation, pay for the day of the recognized holiday will be determined according to the conditions of the applicable plan.
- 13.6 If a recognized holiday falls during the annual vacation of a Full-time Employee, the holiday will not be considered a day of vacation.

#### Article 14 - Annual Vacations

- 14.1 For the purpose of this agreement, one week of vacation pay will be calculated by multiplying the employee's regular straight-time hourly rate by the number of hours in the employee's normal work week.
- 14.2 Although there is no guarantee, the employer will make a reasonable effort to permit all employees a minimum of two (2) weeks of vacation annually during the period from June 1<sup>st</sup> to September 15<sup>th</sup> in any given year.

## 14.3 Vacation Entitlement

- a) An employee having attained service of one (1) year or more in the employ of the Company on the 31<sup>st</sup> day of December in any one year shall be entitled to two (2) weeks vacation with pay for that year. An employee with less than one (1) year and more than six (6) months shall receive time with pay equivalent to four percent (4%) of time employed.
- b) An employee having attained service of three (3) years or more in the employ of the Company by the 31<sup>st</sup> day of December in any one year shall be entitled to three (3) weeks vacation with pay for that year and every year thereafter until (c) applies.
- c) An employee having attained service of ten (10) years or more in the employ of the Company by the 31<sup>st</sup> day of December in any one year shall be entitled to four (4) weeks vacation with pay for that year and every year thereafter until (d) applies.
- d) An employee having attained service of eighteen (18) years or more in the employ of the Company by the 31<sup>st</sup> day of December in any one year shall be entitled to five (5) weeks vacation with pay for that year and every year thereafter.
- e) An employee having attained service of thirty (25) years or more in the employ of the Company by the 31<sup>st</sup> day of December in any one year shall be entitled to six (6) weeks vacation with pay for that year and every year thereafter.
- 14.4 For the purposes of service for vacation entitlement, service shall not be interrupted by layoff due to lack of work that lasts less than one (1) continuous year.
- 14.5 Vacations shall be taken at a time mutually agreed between an employee and the Company and approved by the Company in advance, based on operating requirements.
- Vacation entitlement shall be scheduled and taken within the calendar year. Normally a vacation may not be postponed from one year to another and made accumulative. However, under special circumstances, requests to permit this will be considered. Any such request shall be made in writing, giving reasons to the Plant Manager no later than September 1<sup>st</sup> of that year. In a case where such request is granted, a maximum of two (2) weeks paid vacation will be allowed to be carried over. This vacation period cannot fall within the peak period stated above.

14.7 The Company reserves the right to limit the number of employees taking vacations at the same time so as to not interfere with normal Company operations. In the event that two (2) or more employees choose the same vacation period, preference for vacation shall be given to the employee(s) with the longest respective Company service.

#### Article 15 - Meal Allowance

15.1 The Company agrees to continue its current practice of reimbursing employees for meal expenses supported by receipt of up to ten dollars (\$10.00) per meal for employees who, after reporting for work, are requested to work in excess of two and a half (2.5) hours after the completion of their regular scheduled shift. It is also agreed that the Company may provide a meal as an alternative to reimbursement of such expenses.

#### Article 16 - Leaves of Absence

- 16.1 Requests for leave of absence without pay and without loss of service shall be submitted to the Company for approval as far in advance of the requested leave as possible. Such requests will be dealt with at the sole discretion of the Company based on the Employee's reasons for the requested leave and operational requirements.
- 16.2 Leave of absence including maternity/parental leave and jury duty leave shall be granted to Employees in accordance with applicable laws/regulations and Company policy. Such applicable laws/regulations and Company policy shall not be considered incorporated by reference into this Agreement.
- 16.3 Leave of absence without pay and without loss of service will be granted:
  - to Employees who are representatives of the Union on the bargaining committee to carry on negotiations.
  - (b) to Employees called to appear as witnesses before an arbitration committee.
- 16.4 Leave of absence without pay shall be granted to employees for Union activities provided permission is granted by the Company. Employees shall continue to accrue service during such leaves, except as agreed to, in writing, between the parties.

#### 16.5 Bereavement Leave

An employee, who has completed his/her probationary period, will be excused from work with pay for the purpose of grieving and necessary preparations in the event of a death.

The employee is entitled to up to five (5) days bereavement leave in the event of the death of an immediate family member. For this purpose of this Article, immediate family member is defined as: spouse, common-law-spouse, son/daughter of the employee or the employee's spouse, mother, father, sister/brother.

The employee is entitled to up to three (3) days bereavement leave in the event of the death of father-in-law/mother-in-law, son/daughter-in-law, sister/brother-in-law, grandchild of the employee.

The employee is entitled to up to one (1) day to attend the funeral of one of their grandparents.

## Article 17 - Employee Benefits

- 17.1 Insurance Benefits The Company agrees to maintain in force during the lifetime of this Agreement insurance benefits (Medical, Dental, Health Services Spending Account, Group Life Insurance (Basic and Optional), Long Term Disability, Alberta Health Care) according to conditions of the Company's Insurance Benefits Plan currently in force including future amendments that may be implemented. Company Benefits Plan policies and conditions shall not be considered incorporated by reference into this Agreement.
- 17.2 The Company agrees to maintain in force during the lifetime of this Agreement Short Term Disability, Pension and Savings Plan programs according to the conditions of the Company's programs currently in force including future amendments that may be implemented. Company benefit plan/program policies and conditions shall not be considered incorporated by reference into this Agreement.

## Article 18 - Job Posting

18.1 When a job vacancy or new position occurs within the Bargaining Unit the Company will post notices of such vacancies on the Union Bulletin Boards. A copy of all such postings will be issued to the Union for their information. Such notices shall state: title, duties, qualifications and base rate of the job. It will remain posted for at least five (5) calendar days. All applications shall be in writing and forwarded to the person designated in the notice.

## Article 19 - Layoff and Recall

- 19.1 The Company will notify the Union when a decision is made to close the Plant, a department or a process within the Plant resulting in a reduction in workforce.
- 19.2 In the event of such announcement, the Company and the Union agree to meet to examine alternatives to the intended closure. The purpose of this meeting shall also be to explore avenues of financial adjustment services that may be available from the government and private sources to assist dislocated employees to find alternative employment. Details of severance conditions will also be explored in this meeting.
- 19.3 Recall rights shall continue for a period of one (1) year from the last day of work.

The Company will notify an employee with recall rights of the available work. Such notice will be by registered mail, or other appropriate means of confirmation, to the last address on record with the Company, with a copy to the Union.

A recalled employee will have five (5) working days from receipt of recall notice to respond to the Company and an additional five (5) working days to return to work.

## Article 20 - Health and Safety

- 20.1 The Company and the Union will cooperate in establishing safe and healthy working conditions and shall take all reasonable precautions to protect the health and safety of Employees.
- 20.2 The Company will provide the necessary or required personal protective equipment, devices and uniforms to protect the employees from injuries arising from employment with the Company. These will be provided with no cost to the employee.

## Article 21 - Right to Union Representation

21.1 An employee shall have the right to have his/her steward present during any investigation or interview, which the employee reasonably believes might lead to disciplinary action. It shall be incumbent on the employee to request such representation, and such requests will not be denied providing that this does not result in an undue delay of the appropriate action being taken.

#### Article 22 - No Discrimination

22.1 Neither the Company nor the Union shall discriminate against or intimidate an employee because of membership in the Union or participation in its lawful activities.

## Article 23 - General Conditions

#### 23.1 Plural or Feminine Terms May Apply

Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the parties hereto so requires.

## 23.2 Entire Agreement

The parties agree that this Agreement, as written, constitutes the entire collective agreement between the Union and the Company. Only appendices specifically incorporated by reference in the Agreement shall be considered part of the Agreement.

## 23.3 Bulletin Board

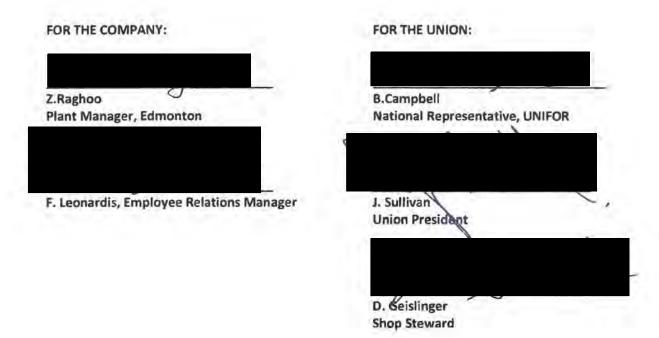
The Company agrees there will be a least one (1) bulletin board readily available at each location, which will be available to the Union for the posting of notices and other items of interest to members, subject to the approval of the Company.

#### Article 24 – Union/Management Relations

The Union and the Company agree to form a Joint Union Management Committee consisting of the bargaining unit executive as well as selected members of management for the purpose of discussing matters of concern that may arise between the parties. The Committee will meet as required to discuss current issues, but will have no authority to alter or amend any terms and conditions of this Collective Agreement.

IN WITNESS WHEREOF, the Company and the Union have caused these present to be executed by their duly authorized representatives.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this 30day of 2017.



## Schedule A Job Classifications and Pay

- A.1 Classifications and pay rates for employees covered by this Agreement are set out in this Schedule. An employee's progression level within the employee's classification will be determined by the Company based on:
  - Meeting the skill requirements for the progression level and demonstrating these competencies on-the-job, and;
  - (b) Satisfactory job performance, and;
  - (c) Experience on-the-job according to the minimum time intervals and job rotations for each progression level.
- A.2 Employees shall be required to progress to the top progression level for their classification as a condition of employment.
- A.3 Job Classifications and Progression Schedules FOR EMPLOYEES HIRED BEFORE JANUARY 1, 2018

Employees hired before January 1, 2018 will receive a gross lump sum payment in January 2018 in the amount equivalent to 1.5% of their 2018 annualized wage (based on 2080 hours base wage without overtime factor)

Chemical Operator Progression	Experience Requirement	Jan.1, 2018	Jan.1, 2019	Jan.1, 2020	Jan 1, 2021
Chemical Operator		\$34.20	\$34.71	\$35.23	\$35.94
- Operator Level 3	20 rotations & min. 12 months	\$31.76	\$32.23	\$32.72	\$33.37
- Operator Level 2	20 rotations & min. 12 months	\$28.90	\$29.34	\$29.78	\$30.37
- Operator Level 1	20 rotations & min. 12 months.	\$26.86	\$27.26	\$27.67	\$28.22
- Operator Trainee	6 months	\$23.60	\$23.96	\$24.32	\$24.80

Bulk Chemical Operator Progression	Experience Requirement	Jan.1, 2018	Jan.1, 2019	Jan.1, 2020	Jan 1, 2021
Bulk Chemical Operator		\$34.20	\$34.71	\$35.23	\$35.94
- Bulk Chemical Operator Level 3	12 months	\$31.76	\$32.23	\$32.72	\$33.37
- Bulk Chemical Operator Level 2	12 Months	\$28.90	\$29.34	\$29.78	\$30.37
- Bulk Chemical Operator Level 1	12 months.	\$26.86	\$27.26	\$27.67	\$28.22
-Bulk Chemical Operator Trainee	6 months	\$23.60	\$23.96	\$24.32	\$24.80

Maintenance Mechanic Progression	Experience Requirement	Jan.1, 2018	Jan.1, 2019	Jan.1, 2020	Jan 1, 2021
Maintenance Mechanic		7			
		\$35.83	\$36.36	\$36.91	\$37.65
- Mtce Operator Level 2	12 months				2.5
		\$30.94	\$31.40	\$31.87	\$32.51
- Mtce Operator Level 1	12 months				
	-	\$27.68	\$28.09	\$28.51	\$29.08
- Mtce Trainee	6 months				Section from
		\$24.42	\$24.79	\$25.16	\$25.66

Delivery Specialist Progression	Experience Requirement	Jan.1, 2018	Jan.1, 2019	Jan.1, 2020	Jan 1, 2021
Delivery Specialist		\$31.76	\$32.23	\$32.72	\$33.37
- Driver Level 2	12 months	\$28.90	\$29.34	\$29.78	\$30.37
- Driver Level 1	12 months	\$26.86	\$27.26	\$27.67	\$28.22
- Driver Trainee	6 months	\$23.60	\$23.96	\$24.32	\$24.80

<sup>\*\*</sup> The parties agree that the Delivery Specialist will be paid the same rate of Bulk Chemical Operator when requested to perform Bulk Chemical Operator work. The Delivery Specialist will provide management with weekly time cards for hours worked in this job classification.

Shipper/Receiver Operator Progression	Experience Requirement	Jan.1, 2018	Jan.1, 2019	Jan.1, 2020	Jan 1, 2021
Shipper/Receiver Operator		\$31.76	\$32.23	\$32.72	\$33.37
- Shipper/Receiver Level 2	8 rotations & min. 12 months	\$28.90	\$29.34	\$29.78	\$30.37
- Shipper/Receiver Level 1	8 rotations & min. 12 months	\$26.86	\$27.26	\$27.67	\$28.22
- Shipper/Receiver Trainee	6 months	\$23.60	\$23.96	\$24.32	\$24.80

The Parties agree that any employee employed by the Company at the date of ratification, who applies for and successfully obtains the Shipper/Receiver Operator position at any time, shall be grandfathered at their current rate of pay until they no longer hold the Shipper/Receiver Operator position.

Summer Students				Jan 1, 2021	
	Jan.1, 2018	Jan.1, 2019	Jan.1, 2020		
Summer Students	\$17.90	\$18.17	\$18.44	\$18.81	

Progression from level to level is based on the criteria set out above. The Company reserves the right to hire employees above the Trainee based on the Company's assessment of the employee's qualifications and experience.

# A4. Job Classifications and Progression Schedules FOR EMPLOYEES HIRED AFTER JANUARY 1, 2018

Chemical Operator Progression	Experience Requirement	Jan.1, 2018	Jan.1, 2019	Jan.1, 2020	Jan 1, 2021
Chemical Operator		\$34.20	\$34.71	\$35.23	\$35.94
Operator Level 4	20 rotations & min. 14 months	\$32.98	\$33.47	\$33.98	\$34.66
- Operator Level 3	20 rotations & min. 14 months	\$31.76	\$32.23	\$32.72	\$33.37
- Operator Level 2	20 rotations & min. 13 months	\$28.90	\$29.34	\$29.78	\$30.37
- Operator Level 1	20 rotations & min. 13 months.	\$26.86	\$27.26	\$27.67	\$28.22
- Operator Trainee	6 months	\$23.60	\$23.96	\$24.32	\$24.80

Bulk Chemical Operator Progression	Experience Requirement	Jan.1, 2018	Jan.1, 2019	Jan.1, 2020	Jan 1, 2021
Bulk Chemical Operator		\$34.20	\$34.71	\$35.23	\$35.94
Bulk Chemical Operator Level 4	14 months	\$32.98	\$33.47	\$33.98	\$34.66
Bulk Chemical Operator Level 3	14 months	\$31.76	\$32.23	\$32.72	\$33.37
Bulk Chemical Operator Level 2	13Months	\$28.90	\$29.34	\$29.78	\$30.37
Bulk Chemical Operator Level 1	13 months.	\$26.86	\$27.26	\$27.67	\$28.22
Bulk Chemical Operator Trainee	6 months	\$23.60	\$23.96	\$24.32	\$24.80

Maintenance Mechanic Progression	Experience Requirement	Jan.1, 2018	Jan.1, 2019	Jan.1, 2020	Jan 1, 2021
Maintenance Mechanic		\$35.83	\$36.36	\$36.91	\$37.65
Mtce Operator Level 4	14 months	\$34.61	\$35.13	\$35.66	The state of
Mtce Operator Level 3	14 months	\$33.39	\$33.89	\$34.40	\$35.09
- Mtce Operator Level 2	13 months	\$30.94	\$31.40	\$31.87	\$32.51
- Mtce Operator Level 1	13 months	\$27.68	\$28.09	\$28.51	\$29.08
- Mtce Trainee	6 months	\$24.42	\$24.79	\$25.16	\$25.66

Delivery Specialist Progression	Experience Requirement	Jan.1, 2018	Jan.1, 2019	Jan.1, 2020	Jan 1, 2021
Delivery Specialist		\$31.76	\$32.23	\$32.72	\$33.37
Driver Level 4	14 months	\$30.82	\$31.28	\$31.75	\$32.39
Driver Level 3	14 months	\$29.86	\$30.31	\$30.76	\$31.38
- Driver Level 2	13 months	\$28.90	\$29.34	\$29.78	\$30.37
- Driver Level 1	13 months	\$26.86	\$27.26	\$27.67	\$28.22
- Driver Trainee	6 months	\$23.60	\$23.96	\$24.32	\$24.80

<sup>\*\*</sup> The parties agree that the Delivery Specialist will be paid the same rate of Bulk Chemical Operator when requested to perform Bulk Chemical Operator work. The Delivery Specialist will provide management with weekly time cards for hours worked in this job classification.

Shipper/Receiver Operator Progression	Experience Requirement	Jan.1, 2018	Jan.1, 2019	Jan.1, 2020	Jan 1, 2021
Shipper/Receiver Operator		\$31.76	\$32.23	\$32.72	\$33.37
Shipper/Receiver Level 4	16 rotations & min. 14 months	\$30.82	\$31.28	\$31.75	\$32.39
Shipper/Receiver Level 3	16 rotations & min. 14 months	\$29.86	\$30.31	\$30.76	\$31.38
- Shipper/Receiver Level 2	16 rotations & min. 13 months	\$28.90	\$29.34	\$29.78	\$30.37
- Shipper/Receiver Level 1	16 rotations & min. 13 months	\$26.86	\$27.26	\$27.67	\$28.22
- Shipper/Receiver Trainee	6 months	\$23.60	\$23.96	\$24.32	\$24.80

The Parties agree that any employee employed by the Company at the date of ratification, who applies for and successfully obtains the Shipper/Receiver Operator position at any time, shall be grandfathered at their current rate of pay until they no longer hold the Shipper/Receiver Operator position.

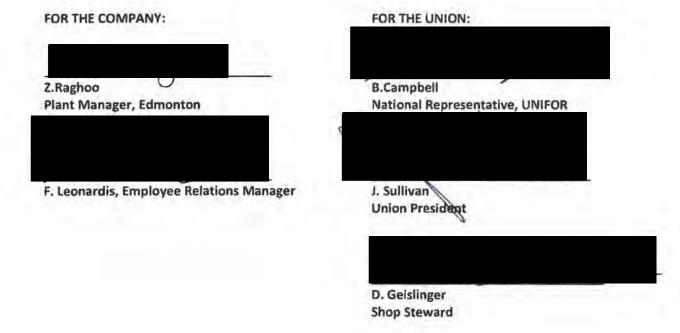
Summer Students	Jan.1, 2018	Jan.1, 2019	Jan.1, 2020	Jan 1, 2021
Summer Students	\$17.90	\$18.17	\$18.44	\$18.81

Progression from level to level is based on the criteria set out above. The Company reserves the right to hire employees above the Trainee based on the Company's assessment of the employee's qualifications and experience.

## **LETTER OF UNDERSTANDING #1**

This letter confirms our understanding that in 2018 – 2021 collective bargaining, the Company agreed to remove "to contract out work" from the Management Responsibilities article based on the understanding with the Union that this right is retained by the Company in the context of collective agreement provisions without the need to explicitly reference this term.

(While this letter forms part of the Collective Agreement, it will not be reproduced in the printed copies.)



#### **LETTER OF UNDERSTANDING #2**

This letter confirms that effective following ratification, the company agrees to pay into a Special Fund during the currency of the 2018-2021 Agreement two (2) cents per hour per employee for all hours paid for the purpose of providing education leave for upgrading the employee's skill in all aspects of Trade Union functions. Such payments to be paid on a quarterly basis commencing in April 2018 for the first quarter of 2018 into a trust fund company to:

Unifor Paid Education Leave Training Fund, c/o Unifor –Canada 205 Placer Court, Toronto ON, M2H 3H9

It is understood than an employee on said approved unpaid leave of absence is also subject to the existing Collective Agreement provisions as it concerns the continued accumulation of seniority and service credits as applicable

