

# **COLLECTIVE BARGAINING AGREEMENT**

BY AND BETWEEN:

## **AT FILMS INC. (EDMONTON)**

(Hereinafter referred to as “the Company”)



ANDW

## **UNIFOR LOCAL 21-A**

(Hereinafter referred to as “the Union”)



**January 14<sup>th</sup>, 2018 to January 10<sup>th</sup> 2021.**

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**PREAMBLE**

**THIS AGREEMENT entered into this 25<sup>th</sup> day of May, 2018**

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

(hereinafter referred to as the “Company”)

**AND:** Unifor, LOCAL 21-A, of the City of Edmonton, in the Province of Alberta

(hereinafter referred to as the “Union”)

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

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

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

## **ARTICLE 1 – RECOGNITION AND SCOPE**

### **1.01 Bargaining Agent**

The Company recognizes the Union as the exclusive bargaining agent of employees covered by this Agreement for the purposes of collective bargaining in respect of wages, hours of work, seniority, grievance procedure and such other working conditions as are included in this Agreement.

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

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

### **1.03 Definitions**

In this Agreement:

- (a) “Company” means the corporation AT Films Inc., a wholly owned company of British Polythene Industries, P.L.C.
- (b) “said Site” means the Films manufacturing plant operated by the Company at 4405 – 101<sup>st</sup> Ave., Edmonton, known as the Edmonton Site including the Distribution Facility operated by the Company at 4605 101<sup>st</sup> Ave, Edmonton, known as Distribution.
- (c) “employee” means anyone employed at the said Site, who is paid at an hourly rate, except staff personnel and in accordance with certificate 25-1014 granted to the Union by the Labour Relations Board of the Province of Alberta on March 14, 2014.
- (d) “bargaining unit” means the unit of employees as defined in (c) above.
- (e) “Union” means Local 21-A of Unifor Canada.

### **1.04 Scope**

This agreement covers all employees as defined in Article 1.03(c) above.

## **ARTICLE 2 – UNION RIGHTS**

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

- (a) The Company agrees to recognize a Union Executive comprised of up to four (4) employees, one of whom is the Chief Shop Steward, who are elected or appointed at the workplace. The Union shall notify the Company in writing of the names of the Union Executive, Chief Shop Steward and Shop Stewards in advance. It is understood that the Shop Stewards may, with the permission of a Company supervisor, be permitted to leave their regular duties for a reasonable period of time in order to investigate and settle grievances. In the event that the Chief Shop Steward be on shift work or otherwise unavailable, he or she may appoint a designate with power to act in cases when the Chief Shop Steward is not readily available.



- (b) The Company agrees to meet with up to four (4) of the Union Executive, if available, for the purpose of discussing grievances submitted to the Grievance Committee in accordance with Article 6 - Grievance Procedure.

## **2.02 Union Committee Meetings**

The Company agrees to recognize four (4) employees who comprise the Union Committee. The Company agrees to meet with up to four (4) of them on a quarterly basis at a mutually agreed upon time for the purpose of discussing matters arising under the agreement, excluding grievances submitted to the Grievance Committee under Article 6 - Grievance Procedure. Both parties will submit an agenda to each other a week prior to the meeting.

## **2.03 Union Bargaining Committee**

The Company agrees to recognize four (4) employees who comprise the Union Bargaining Committee. The Company agrees to meet with up to four (4) of them, if available, for the purposes of negotiating the renewal of this Agreement in accordance with Article 23.

## **2.04 Notification in Writing**

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

## **2.05 Union Activities on Site**

No employee shall conduct union activities at the said Site during working hours except as specifically permitted in this Agreement.

## **2.06 Union Access to Site**

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

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

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

## **2.08 Pay for Union Activities**

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

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

- (b) The Company will pay up to four (4) employees who comprise the Union Bargaining Committee at their regular rate of pay at straight time, as well as employer paid RRSP contributions and benefit premiums, for the time spent in bargaining during their regularly scheduled hours of work only. This does not include preparation time.

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

## **2.09 Union Membership and Orientation**

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

## **2.10 Union Bulletin Boards**

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

## **2.11 Union Office**

The Company will allow the Union to use existing meeting space in the plant or in distribution when scheduled in advance and subject to approval by the Company. The Union will provide one locked filing cabinet for the Union's use.

## **2.12 Printing the Collective Agreement**

The Company agrees to arrange and pay for the printing of the Collective Agreement in booklet form (minimum type size 12 pt font) with copies for all employees, which will be printed at a Unifor printing shop provided their price is competitive.

**2.13 Access to Shop Stewards**

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

**2.14 Information for the Union**

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

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

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

**2.15 Contracting Out**

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

**2.16 Bargaining Unit Work**

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

**ARTICLE 3 – UNION DUES DEDUCTIONS**

**3.01 Dues Deduction and Remittances**

- (a) The Company agrees to deduct, from the pay of each employee covered by this Agreement, an amount of Union dues or their equivalent as well as any initiation fees or any special assessments as specified by the Union in writing.

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

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

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

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

### **4.01 Notice of Discipline**

The Company agrees to notify the Union Executive in writing within three (3) working days of the reason for the discharge or suspension of any employee. Any discharge or suspension may be discussed as a grievance. In the event that an employee is discharged or suspended and after subsequent investigation is exonerated and reinstated, the employee shall be reimbursed for the time lost by reason of such discharge or suspension on the basis of the employee's regularly scheduled normal number of daily hours of work less earnings received from other employers in respect of the period for which the employee is to be reimbursed.

### **4.02 Union Representation**

Employees shall have Union representation during meetings where the employee may be suspended or discharged by the Company, provided that the Union representation does not unduly hold up the timeliness of the meeting.

### **4.03 Removal of Discipline**

The Company will remove any formal discipline from the employee's file within eighteen (18) calendar months of the discipline being given provided the employee has not received any further discipline of any kind in the interim.

### **4.04 Personnel File**

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

## **ARTICLE 5 – MANAGEMENT RIGHTS**

### **5.01 Management Rights**

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

## **ARTICLE 6 - GRIEVANCE PROCEDURE**

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

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

### **6.02 Grievance Steps**

- (a) Employee and Union grievances shall be resolved in the following manner:

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

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

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

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

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

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

#### **6.04 Consequences of not responding to grievance**

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

#### **6.05 Time Limit Extensions**

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

#### **6.06 Pay For Grievance Meetings**

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

### **ARTICLE 7 – ARBITRATION**

#### **7.01 Referral to Arbitration**

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

**7.02 Single Arbitrator**

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

**7.03 Failure to Agree on Arbitrator**

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

**7.04 Decision Final and Binding**

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

**7.05 Time Limit Extensions**

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

**7.06 Arbitration Expenses**

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

**7.07 Arbitration Decision**

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

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

**8.01 Discrimination and Harassment Prohibited**

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

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

**8.02 Complaint Procedure**

Any complaint involving allegations of discrimination or harassment, as defined in Article 8.01, may be reported in confidence directly to Human Resources and or the Union. All complaints will be jointly investigated by Human Resources and a Shop Steward or a Union Representative. All complaints will be investigated promptly, thoroughly, and in a manner that protects the privacy interest of all involved the

accused offender as well as the complainant as per Company policy. The name of the complainant or the accused offender or the circumstances related to the complaint will not be disclosed except where disclosure is necessary for the purpose of investigating the complaint, taking related disciplinary measures or as part of the grievance procedure.

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

### **9.01 Probationary Period**

- (a) All employees are subject to a probationary period of ninety (90) working days from the date of which they became employed by the Company.
- (b) During this period, the Company may terminate a probationary employee for any reason, provided it is not discriminatory or in bad faith, and agrees to inform the Union Executive of the termination.
- (c) The probationary period may be extended by mutual agreement of the Company and the Union Executive.

### **9.02 Seniority**

- (a) Seniority shall, for the purposes of this agreement, be calculated so as to start from and include all periods of a person's employment from the most recent date on which the employee became employed by the Company prior to becoming permanently employed.
- (b) Notwithstanding Article 9.02(a), seniority shall, for the purpose of this Agreement, be calculated so as to include all periods of a person's employment from the earliest date of employment, either within the bargain unit or not, on which the employee became employed by the Company, provided the employee accepted a position outside the bargaining unit prior to February 3, 2014 and provided such employment was not interrupted otherwise than by a lay-off of less than twelve (12) months.

### **9.03 Loss of seniority**

Seniority shall be lost upon termination of employment for any reason. It shall be restored upon re-employment by the Company if the termination was due to a lay-off that does not exceed twelve (12) months.

### **9.04 Seniority List**

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

### **9.05 Changes to Seniority List**

The Company agrees to alter the seniority list from time to time as required by this agreement and to correct any errors therein whenever proof of error is submitted by the Union or any employee. No change shall be made in the seniority status of an employee without agreement with the Union.



## 9.06 Seniority Layoff Procedures

Seniority shall govern in the case of a lay-off which the Company expects to remain in effect for more than fourteen (14) consecutive calendar days or a transfer or promotion to a higher level classification within the Plant provided the senior employee is as well qualified as other employees.

- (a) Plant Seniority shall govern in the case of a lay-off which the Company expects to remain in effect for more than fourteen (14) consecutive calendar days or a transfer or promotion to a higher level classification within the Plant provided the senior employee is as well qualified as other employees.
- (b) Seniority shall govern in the case of a lay-off which the Company expects to remain in effect for more than fourteen (14) consecutive calendar days or a transfer or promotion to lower classification provided the senior employee has the required skill and ability to perform the work.
- (c) If any temporary lay-off should subsequently become permanent or exceed fourteen (14) consecutive calendar days in duration, the provisions of this Article shall apply immediately but such application shall be without retroactive effects.
- (d) Notwithstanding the foregoing, it is understood that the qualifications required for an entry position in a line of progression will be equivalent to those required to progress to the highest classification in such line of progression.

## 9.07 Layoff Implementation Procedures

In recognition of the responsibility of management for the efficient and safe operations of the said Site, it is agreed that in all cases of a workforce reduction the following factors shall be applied:

- (a) Subject to the lay-off, recall and seniority provisions of this Article, the Company will provide the union and employees with as much notice as practicable of a workforce reduction that will result in any layoffs. For the purpose of defining the layoff period, the date and time of the layoff shall be deemed as the commencement of the layoff and the date and time of recall shall be deemed the time of the recall regardless of the shift.
- (b) In the event of a permanent workforce reduction, lay-offs shall be made in the reverse order of seniority with respect to higher level classifications provided the senior employee, within the department, possesses equivalent or better qualifications than the incumbent.

When an employee is displaced from a higher level classification he shall be given the opportunity to bump an employee with less seniority in lower level classification in another department provided he is as well qualified to perform the work as the incumbent.

When an employee in any classification is displaced from his classification he shall be given the opportunity to bump an employee with less seniority in that classification provided he previously held that position, and the displaced employee is as well qualified to perform the work as the incumbent.

- (c) Seniority shall govern in departments managing layoffs so long as the affected employees possess the required competencies to perform the work required for lower classifications and the progression requirements as outlined in 9.06 (d). The Company shall not be unreasonable and agrees to advise the Union of the reasons for its decision.
- (d) Prior to a permanent layoff, probationary and casual employees shall be terminated first, provided there are available remaining employees qualified to perform the required work of those displaced.
- (e) A laid-off employee must notify the company in writing of his intention to exercise bumping rights or may request severance payment as outlined in this agreement within seven (7) consecutive calendar days of the company's notice of layoff. If he elects the severance option, he permanently terminates his employment with the company and forfeits all recall rights.
- (f) In the event an employee is laid-off from AT Films the Company will provide continued coverage of benefits for a period of sixty (60) consecutive calendar days from the date of the lay-off.
- (g) An employee affected by a reduction in workforce and bumped into a lower classification will retain his rate of pay prior to the bumping for a period of two (2) months.
- (h) The Company reserves the right to recall a junior qualified employee for a reasonable period of time. This period of time may include instances where the Company needs to place the first available qualified employee into a position while awaiting the return and placement of a more senior equally qualified employee to be placed into the position.
- (i) Seniority shall not accumulate during any period of layoff, but each employee re-employed within the twelve (12) month recall period shall upon recall be credited with the seniority for the time on lay off. If the laid off employee is rehired after the twelve (12) month period, they shall be considered as a new employee without previously acquired seniority.

#### **9.08 Recall Procedures**

When it is necessary to increase the working force, the Company agrees to recall available former employees who were laid-off within the previous twelve (12) months provided that these former employees have acquired seniority according to 9.02 at the time of lay-off and are qualified to perform the work.

- (a) Selection of laid-off former employees eligible for recall according to the provisions of the first paragraph will be made as follows:
  - (i) In the case of vacancies in higher level classifications, seniority, at the time of lay-off shall govern among available laid-off former employees who are as well qualified to perform the work.
  - (ii) In the case of vacancies in lower level classifications, seniority at the time of lay-off shall govern among laid-off former employees who have the skill and ability to perform all duties of the work assigned.

- (iii) The recall to work means the procedures by which the provisions of the present article are applied.
- (b) A former employee who has not filed a current address and telephone number with the Company shall be ineligible for re-employment under the provisions of this clause Article 9.08 (a).
- (c) The Company will advise an eligible former employee by telephone, confirmed by registered letter, or if unable to contact the former employee by telephone, by double registered letter of the availability of a job opening. Should the former employee fail to reply in writing within five (5) days (excluding Saturdays, Sundays, and those holidays specified in 13.02 of this Agreement) from the date of mailing of such registered letter to the last forwarding address filed with the Company the former employee shall be deemed ineligible for re-employment under the provisions of this clause Article 9.08 (a).
- (d) A former employee who is unable or unwilling to accept re-employment when required by the Company shall be bypassed in favour of another qualified former employee in accordance with the provisions of this clause Article 9.08 (a). If no such qualified former employee is available the vacant position will be filled by other candidates for employment.
- (e) When an employee declines two (2) permanent recalls from layoff for reasons other than disability, as substantiated by the Company's Health Care Provider or designate and Disability Case Manager, he shall be deemed to have resigned from the Company, removed from the recall list, and will receive the appropriate severance allowance.
- (f) Notwithstanding Article 9.08 (d) there is no obligation on the part of an employee on layoff to accept an offer of term or temporary employment nor will the laid off employee forfeit his position on the recall list if he rejects a temporary or term appointment.
- (g) If a laid off employee accepts an offer of term or temporary recall and is subsequently returned to layoff, he shall resume his position on the recall list that was established at the time of layoff but the period of time on the recall list will be extended by the period of time the employee worked during the term or temporary recall.
- (h) If a laid off employee accepts an offer of temporary or term recall up to sixty (60) calendar days and is subsequently returned to layoff, the time on the recall list will be extended by the time of the temporary work. If it is more than 60 calendar days, he shall restart his one year recall position on the recall list.

#### **9.09 Union Notification prior to Layoff**

The Company undertakes to communicate to the Union, of any layoff planned by the Company as soon as practicable before such layoff becomes effective.

#### **9.10 No Loss of Seniority due to Sickness or Injury**

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

### **9.11 Transfers outside the Bargaining Unit**

Persons who accept a temporary position outside the bargaining unit, either at the Edmonton Site or elsewhere within the Company, shall continue to earn seniority for the duration of the assignment and shall continue to pay union dues. A temporary assignment of this nature will not exceed one hundred and eighty (180) consecutive calendar days but may be extended by mutual agreement between the Company and the Union.

### **9.12 Severance**

- (a) Notwithstanding any of the foregoing, in the event of a permanent layoff, following the bumping as per Article 9, a person whose employment is permanently terminated by the Company shall receive severance allowance provided he fulfills all obligations to continue to be regularly at work until the specific date of the layoff.
- (b) The amount of severance payment shall be an amount equal to two (2) weeks' pay plus two (2) weeks of pay for each year of service times 1.15 times the employee's regular rate of pay at the time of severance, provided the employee has at least one year of continuous service with the Company. Severance pay for a partial year of service will be calculated on a prorated basis. A week's pay shall equal forty (40) hours at the employee's base hourly rate, exclusive of premiums and other allowances.
- (c) For new employees hired after July 19, 2015 the amount of severance payment shall be an amount equal to two (2) weeks' pay plus one (1) week of pay for each year of service times the employee's regular rate of pay at the time of severance to a maximum pay of 26 weeks, provided the employee has at least one year of continuous service with the Company. Severance pay for a partial year of service will be calculated on a prorated basis. A week's pay shall equal forty (40) hours at the employee's base hourly rate, exclusive of premiums and other allowances.

## **ARTICLE 10 - LEAVE OF ABSENCE**

### **10.01 Leave for Union Business**

- (a) Members of the Union, not exceeding three (3) in number at any one time, may be granted reasonable leave of absence without pay for the purpose of attending to Union business, provided the Company approves a written request of Leave of Absence with a minimum of fourteen (14) days' notice. Each individual leave of absence so granted shall not in any event exceed a period of fifteen (15) consecutive calendar days.
- (b) The Company agrees to continue the wages, premiums, vacation pay, RRSP contributions, benefits, etc. for any bargaining unit members who are away from the workplace during the employees scheduled shift(s) due to Union business, as authorized by the Union Executive and approved by the Company.

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

## **10.02 Maternity Leave and Parental Leave**

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

## **10.03 Compassionate Care Leave**

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

## **10.04 Bereavement Leave**

- (a) An employee who has been in the employ of the Company for thirty (30) consecutive calendar days shall be eligible for the following bereavement leave:
- (i) In the case of an absence from work for the purpose of arranging and/or attending the funeral of a spouse or child, including step child, up to a maximum of five (5) consecutive days commencing in the period between the date of death and the date of funeral.
  - (ii) In the case of an absence from work for the purpose of arranging and/or attending the funeral of a mother, father, step parent, sister, brother, step siblings, mother-in-law, father-in-law or grandchild up to a maximum of three (3) consecutive days within the period commencing on the date of death and extending up to and including the date after the funeral.  
  
Subject to Article 10.04 (a) (2), bereavement leave with pay may be extended by two (2) additional travel days for the bereavement entitlement and circumstances identified in Article 10.04 (a) (2) when the death and other circumstances require travel time in excess of five (5) hours.
  - (iii) In the case of an absence from work for the purpose of arranging and/or attending the funeral of a grandmother, grandfather, grandmother-in-law, grandfather-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law up to a maximum of one day within the period commencing on the date of death and extending up to and including the date after the funeral.
- (b) Where any such bereavement leave falls on a day on which the employee is regularly scheduled to work and would have worked had the employee not been granted bereavement leave, the employee shall be paid a bereavement allowance for each such day equivalent to the employee's applicable straight time hourly rate for the employee's normal scheduled number of daily hours.
- (c) It is understood that if any employee is absent from work because of vacation, a recognized holiday described in Article 13.02, or a leave of absence with pay, and a death in the family as identified in this Article 10.04 warrants bereavement leave, the employee shall be allowed to substitute paid bereavement allowances subject to the Article 10.04 (a), of this agreement.
- (d) No payment or substitution, however, shall be made for any part of the bereavement leave that falls on a scheduled day off. In the event of an illness, an absence not authorized by the Company or a leave of absence without pay for any other reason, the employee shall not be entitled to any bereavement allowance during such absence.

- (e) To qualify for bereavement leave and allowance, the employee must notify the employee's immediate supervisor as soon as possible upon learning of the death in the family and may be required to provide acceptable documentation to Human Resources, immediately upon return from the bereavement leave.

#### **10.05 Medical Leave**

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

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

An employee shall not be entitled to be paid under more than one clause of this Article 10 unless otherwise specifically provided, and in any event the rate of payment, excluding the minimum payment and travelling allowance provided for in Article 12.03 shall not exceed twice the straight time hourly rate except in respect of work performed on the recognized holidays specified in Article 13.01(a), in which case such rate, excluding the travelling allowance and minimum payment provided for in clause 12.03 but including the holiday allowance, shall not exceed two and a half (2.5) times the straight time hourly rate. For employees who are 'called in' to perform work on the recognized holidays specified in Article 13.01(a), in which case such rate, excluding the travelling allowance and minimum payment provided for in clause 12.03 but including the holiday allowance shall not exceed three (3) times the straight time hourly rate.

### **ARTICLE 11 – HEALTH AND SAFETY**

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

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

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

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

The Union shall select one employee representative from among employees regularly assigned to, or who are familiar with each of the following areas:

- Maintenance
- Films Department
- Distribution Department

Should an employee representative selected by the Union resign from the Joint Committee on Safety or be terminated, the Union shall within ten (10) days, select a replacement who is regularly assigned to or familiar with the area from which such employee resigned or was terminated.

The committee will meet once a month at a time and date as agreed to by the committee in the previous month. The Company and the Union shall each appoint a Co-Chairperson who shall alternate chairing the meetings. The committee will review health and safety issues, keep meeting minutes, review Accident and Incident Investigations, carry out quarterly inspections, review Health and Safety policies and procedures, and make recommendations to the Company, as per the Health and Safety legislation and the Company's policies.

Time spent by the members of the committee in the course of their duties shall be considered as time worked and shall be paid in accordance with the terms of this agreement.

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

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

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

The Company will provide safety wear as follows:

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

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

- (b) The Company will provide one winter coat per permanent employee (excluding employees who are on a leave of absence without a return to work date prior to the end of the contract) for the length of the contract.
- (c) High visibility vests, insulated gloves and hardhat liners will be provided as needed.

### **11.05 Legislation**

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

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

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

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

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

## **ARTICLE 12 – HOURS OF WORK**

### **12.01 Hours of Work**

#### **(a) Eight (8) Hour Regular Day Shifts**

For employees assigned to regular day work, the normal number of daily hours of work shall be eight (8) hours for five (5) days per week, in accordance with the schedule established from time to time for such employees.

#### **(b) Eight (8) Hour Shifts on Two or Three Shift Schedule**

For employees assigned to work which is performed on a two or three shift basis, the normal number of daily hours of work shall be eight (8) for an average of five (5) days per week, in accordance with the schedule established from time to time for such employees.

#### **(c) Twelve (12) Hour Continuous Shifts**

For employees assigned to work on the twelve (12) hour continuous shift schedule the normal number of daily hours of work shall be twelve (12) for an average of up to forty two (42) hours per week in accordance with the schedules established from time to time for such employees.

#### **(d) Twelve (12) Hour Non-Continuous Shifts**

For employees assigned to work on the twelve (12) hour non-continuous shift schedule the normal number of daily hours of work shall be up to twelve (12) for an average of up to forty (40) hours per week in accordance with the schedules established from time to time for such employees.



### **12.02 No Guarantee of Work**

The normal number of daily hours of work is stated solely for the purpose of calculating overtime and shall not be construed as a guarantee of any minimum nor as a restriction on any maximum number of hours to be worked.

### **12.03 Reporting and Travel Pay**

- (a) If an employee is required to report to the said Site for the performance of any work at other than the employee's regularly scheduled working hours, the employee shall be paid a minimum amount equivalent to four hours at the employee's straight time rate if the employee's pay for work performed is less than this amount.
- (b) If an employee is advised after the employee has left the said Site to report for such unscheduled work, the employee will receive a travelling allowance equivalent to two (2) hours' pay at the employee's straight time rate, except when such unscheduled work forms a continuous period with the employee's regularly scheduled working hours, in which case the employee will receive a travelling allowance equivalent to one (1) hour's pay at the employee's straight time rate.
- (c) Employees called in to work outside of their regularly scheduled shift are eligible for two hours of travel time at the employee's current Article classification rate.

### **12.04 Relief Change and Shift Change Pay**

New shift change will apply to all 12 hour shift arrangements where there is a continuous operation and the shifts must rotate.

- (a) Lead Film Operator employees who work 12 hour shift continuous rotating shifts are eligible.
- (b) Each Lead Film Operator employee will receive 15 minutes at double time pay each shift in recognition of their full cooperation and participation in handing shifts over to their relief shift.

### **12.05 Meal Breaks and Rest Periods**

- (a) All employees assigned to eight (8) hour shifts will be granted two (2) paid fifteen (15) minute rest periods, one (1) during the first half of their working day and one (1) during the second half of their working day along with an unpaid thirty (30) minute lunch as assigned by the Company.
- (b) All employees on a twelve (12) hour continuous shift will be granted three (3) paid thirty (30) minute rest periods, one (1) during the first half of their working day and one (1) during the second half of their working day, and one (1) other rest period, as assigned by the Company.
- (c) All employees on a twelve (12) hour Non-continuous shift will be granted two (2) paid thirty (30) minute rest periods, one (1) during the first half of their working day and one (1) during the second half of their working day, and a minimum of thirty (30) minute unpaid lunch break as assigned by the Company.

- (d) The maintenance employees assigned to regular day work, and who are required to work in excess of their normal number of daily hours of work, due either to overtime work or a call-in which continues past 11:00 p.m. up to 7:00 am the following day, are to be provided up to eight (8) hours rest (sleep time) period without loss of pay.

#### **12.06 Shift Relief**

An employee, assigned to operations on a shift which is scheduled to be followed immediately by another shift without lapse of time, shall not leave the employee's work place until relieved by the employee assigned to the same operations on the succeeding shift unless by special permission of the employee's Lead Film Operator or company supervisor. In the absence of the Lead Film Operator (LFO) or supervisor, an assigned designate.

#### **12.07 Unable to Report to Work – Twelve (12) Hour**

An employee scheduled to work a twelve (12) hour shift who is unable to report to such shift due to sickness or for other reasons shall make every effort to inform the employee's immediate supervisor, or the immediate supervisor's delegate, of the employee's absence and the expected length of such absence as soon as possible and in no event later than one-half (1/2) hour after the scheduled commencement of the employee's shift.

As soon as the employee's immediate supervisor, or the immediate supervisor's delegate, is informed of the absence of such employee, the said supervisor or delegate will assign an available qualified employee to perform the work required from among available qualified employees at work in the Department. In the event such an assignment is not practicable, the immediate supervisor or the immediate supervisor's delegate will first offer such work to those qualified employees assigned to twelve (12) hour shifts in the same department as per Article 20.09

If the immediate supervisor or the immediate supervisor's delegate is still unable to obtain a replacement, the said supervisor or delegate will again contact the most junior qualified employee assigned to twelve (12) hour shifts in the same department. In such event the employee so contacted shall report with all due haste to take up the duties of the absent employee for such period of time as may be required. In the event that the Letter of Understanding regarding Casual employees is still valid then the forced employee shall be the casual employee as per Article 20.09, provided they are qualified.

#### **12.08 Twelve (12) Hour Shift Patterns**

The Company and the Union acknowledge that there is an existing 5:4 shift pattern (twelve hour continuous shift) in the Film plant/ Extrusion Department and a 2:3:2 shift pattern (twelve hour non-continuous shift) in the Distribution Department.

The Company agrees to not change the current shift patterns unless a joint Company and Union supervised secret ballot vote by one hundred (100%) percent of the eligible affected employees, where a minimum of seventy-five (75%) percent of the employees vote to change to the shift pattern; unless the Company has a business requirement to change (i.e. legislation changes, technological advancements, manpower requirements or health and safety requirements), as per Article 5.

If such a change is deemed necessary, the Company will bargain any new shift pattern with the Union Bargaining Committee for up to sixty (60) days from the date of notification of the necessary change. If no resolution can be met, the matter will be referred to mediation and the mediator will decide and impose a schedule.

## **ARTICLE 13 – GENERAL HOLIDAYS**

### **13.01 General Holidays Defined**

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

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

(b) Should either the Provincial or Federal Governments legislate a new statutory holiday, the parties to this agreement agree that the 2nd Monday in June holiday shall be moved to observe any new statutory holiday declared by legislation.

### **13.02 Eligibility for General Holiday Pay**

However, an employee shall not be entitled to be so paid for such a holiday:

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

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

An employee who works on any of the holidays mentioned in Article 13.01 (a) shall be paid at the rate of time and a half. Where the provisions of Article 12.03 (a) would apply to the work if the day was not a holiday, the minimum payment and travelling allowance shall also apply.

### **13.04 Pay for Working on a General Holiday – Twelve (12) Hour Continuous Shifts**

An employee who works on any of the holidays mentioned in Article 13.01 (a) shall be paid at the rate of time and a half for all hours worked. However, where the provisions of Article 12.03 (a) would apply to the work if it was not a holiday, the minimum payment and travelling allowance provided in Article 12.03 (a) shall apply.

**13.05 Day of Observance and Substituted Days**

For shift workers, the holidays listed in Article 13.01 (a) shall be observed on the day that they occur on the calendar. For day workers if another day is substituted by statute or decree or by mutual agreement between the parties for the observance of any of the holidays listed in Article 13.01 (a) the day of observance so substituted shall be deemed to be the holiday for the purpose of Article 13. The substituted day shall be mutually agreed upon a minimum of thirty (30) consecutive calendar days prior to the holiday.

**13.06 No Doubling Up**

An employee shall not be entitled to be paid under more than one clause of this Article 13 unless otherwise specifically provided, and in any event the rate of payment, excluding the minimum payment and travelling allowance provided for in Article 12.03 shall not exceed twice the straight time hourly rate except in respect of work performed on the recognized holidays specified in Article 13.01(a), in which case such rate, excluding the travelling allowance and minimum payment provided for in clause 12.03 but including the holiday allowance, shall not exceed two and a half (2.5) times the straight time hourly rate. For employees who are 'called in' to perform work on the recognized holidays specified in Article 13.01(a), in which case such rate, excluding the travelling allowance and minimum payment provided for in clause 12.03 but including the holiday allowance shall not exceed three (3) times the straight time hourly rate.

**ARTICLE 14 – VACATIONS****14.01 Vacation Structure**

- (a) The company has two established Vacation structures. Employees hired prior to August 16, 2007 will remain on the previous year vacation accrual structure. Employees hired on or after August 16, 2007 will fall under the current vacation accrual structure.
- (b) The vacation year for employees on the previous year accrual structure shall be the twelve (12) month period from May 1 of one calendar year to April 30, inclusive, of the following calendar year.

**14.02 Previous Year Vacation Accrual Structure**

The Previous Year Vacation Accrual Structure is as follows:

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

| <u>May 1 of current year</u> | <u>Length of Vacation</u>   |
|------------------------------|---|
| Less than 1 year:            | One-twelfth of 3 weeks' vacation for each month of service since employment |

(ii) Service completed at any time:

During current calendar year

|                                  |           |
|----------------------------------|-----------|
| 1 year but less than 5 years:    | 3 weeks   |
| 5 year but less than 10 years:   | 3.5 weeks |
| 10 years but less than 19 years: | 4 weeks   |
| 19 years but less than 25 years: | 5 weeks   |
| 25 years or more:                | 6 weeks   |

- (b) Any fraction of a day to which an employee with less than one year of service would be entitled shall be rounded to the nearest whole day; such fraction without rounding shall, however, be used for the purpose of calculating the vacation allowance to be paid to such employee.
- (c) For purposes of determining eligibility and length of vacation under Article 14.02, service shall be as defined in the AT Films Employee Handbook.

**14.03 Current Year Vacation Accrual Structure**

The Current Year Vacation Accrual Structure is as follows:

- (a) Vacation entitlement for employees on the current year vacation accrual structure is accrued on a one-twelfth basis for each completed month of service. Vacations in respect of service completed during the current year shall be granted to regular employees who have completed periods of service as follows:

Service completed at any time:

during current calendar year

Length of Vacation

|                                  |   |
|----------------------------------|---|
| Less than 1 year:                | One-twelfth of 3 weeks' vacation for each month of service since employment |
| 1 year but less than 5 years:    | 3 weeks   |
| 5 years but less than 10 years:  | 3.5 weeks   |
| 10 years but less than 19 years: | 4 weeks   |
| 19 years but less than 25 years: | 5 weeks   |
| 25 years or more:                | 6 weeks   |

- (b) Any fraction of a day to which an employee with less than one year of service would be entitled shall be rounded to the nearest whole day; such fraction without rounding shall, however, be used for the purpose of calculating the vacation allowance to be paid to such employee.
- (c) For purposes of determining eligibility and length of vacation under Article 14.02, service shall be as defined in the AT Films Employee Handbook.

**14.04 Vacation Pay**

Each employee granted a vacation shall be paid a vacation allowance equivalent to the product of the employee's hourly rate and the regularly scheduled working hours which would have been applicable to the period of the vacation. Hourly rate for the purposes of this clause shall mean the hourly rate for the employee's classification according to the schedule of rates in effect at the time vacation commences except that effect shall be given to any adjustment in rates occurring during the vacation period. Overtime work and wages paid therefore and shift, Sunday and other similar premiums shall be excluded from the foregoing calculations.

**14.05 Vacation Pay on Termination of Employment**

On termination of employment for any reason other than discharge, a terminating employee shall be paid an amount equal to the vacation allowance for which the employee has qualified but not yet taken in accordance with 14.02, 14.03 or 14.04 above. Where the termination of employment is a result of discharge, the terminating employee shall be paid the amount required by law.

**14.06 Scheduling Vacations**

Vacations will be scheduled by the Company for each vacation year and as far as is practicable will be arranged in advance for such time as may be found suitable after consideration has been given to the wishes of the employee, and to the efficient operation of the said location, subject to the below.

- (a) In the case of an employee eligible for a vacation of more than two (2) weeks the Company may require the employee to take the vacation in two (2) or more periods.
- (b) All vacations shall be selected and awarded in order of crew seniority, as per the current practice (e.g. prime time to be offered again in seniority order if not filled in initial offering and prior to first come first served process).
- (c) By first business day after the Christmas shutdown, the Company shall post a vacation planner for all employees to view, so as to select their vacation.
- (d) All employees must have their written vacation selections submitted on the Company vacation form to the Supervisor by January 31<sup>st</sup> of each year.
- (e) By February 28<sup>th</sup> of each year, the Supervisor will update the vacation planner with the approved vacations, in order of crew seniority, from the written vacation selections submitted.
- (f) All employees may book vacation in writing after March 1<sup>st</sup> of each year but such vacation will be awarded on a first come first serve basis.
- (g) Any booked vacation time that is cancelled for any reason will be offered to the other employees on that crew, in order of seniority, as long as they have unused vacation to be taken.

**14.07 Reduction of Vacations**

- (a) The length of an employee's vacation may be reduced because of absence from work during the preceding vacation year.
- (b) The amount of vacation allowance shall be reduced by the amount of any statutory allowance or other vacation allowance paid to the employee upon termination of employment during the applicable vacation year in respect of such year and the length of the vacation shall be correspondingly reduced.
- (c) The Company will provide a written calculation to any employee affected by (a) or (b) above.

#### **14.08 Carry Forward and Waiver of Vacations**

- (a) Not more frequently than once every two (2) vacation years an employee eligible for three (3) or more weeks of vacation may postpone one week of the employee's vacation in order to take that week in the following vacation year.
- (b) Provided the employee notifies the Company not later than May 1st each year, an employee eligible for four (4) or more weeks of vacation may elect to waive one week of the employee's vacation but nevertheless to draw the vacation allowance for that week. The allowance for such week shall be equal to and drawn at the same time as the allowance for one of the weeks of vacation actually taken.
- (c) Except as provided in 14.08(a) and 14.08(b) of this Article 14 a vacation may not be postponed from one vacation year to another and made cumulative, nor may a vacation be waived by an employee and vacation allowance be drawn instead.

#### **14.09 Vacation for Twelve (12) Hour Shifts**

It is understood that Vacations and Vacation Allowances provided under this Article 14 to an employee assigned to twelve (12) hour shifts shall not exceed those which the employee would have received had the employee been assigned to an eight (8) hour continuous shift schedule.

#### **14.10 Vacation for FD Schedule for Permanent Regular Day Workers**

It is understood that Vacations and Vacation Allowances provided under this Article 14 to an employee assigned to work the FD Schedule shall not exceed those which the employee would have received had the employee been assigned to a regular eight (8) hour day work schedule.

#### **14.11 Vacation and Banked Time Scheduling**

- (a) For the purpose of determining vacation and banked time approvals and scheduling, Prime Time is defined as the period from June 16<sup>th</sup> to September 30<sup>th</sup> for production employees.
- (b) Subject to other Articles in this Agreement, apart from shutdown the maximum number of employees allowed to be absent on vacation leave or banked time leave will be as follows:
  - (i) Film plant / Extrusion employees:
    - Prime Time: two (2) employees per shift
    - Outside Prime Time: one (1) employee per shift
  - (ii) Distribution employees: one (1) employee per shift to a maximum of two (2) employees from the department at any given time
  - (iii) Maintenance employees: one (1) from the department at any given time

#### **14.12 Maximum Two Weeks of Vacation Booked at a Time**

Subject to other Articles in this Agreement, vacation may be booked in a maximum of two (2) weeks in a rolling one (1) month period, but no longer unless approved by management.

## **ARTICLE 15 – PAYMENT OF WAGES**

### **15.01 Pay Periods Defined**

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

### **15.02 Direct Deposit**

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

### **15.03 Deductions**

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

### **15.04 Pay Statements**

Pay statements will include all information required by applicable law.

### **15.05 Payroll Errors**

When a payroll error occurs that results in the employee's pay deposit being incorrect in an amount equal to or greater than two hundred dollars (\$200.00) gross pay, the Company shall provide the employee with a cheque for the amount on the first business day of the error being raised with the Company if requested by the employee. If not requested, the Company shall correct the error on the next pay deposit.

When a payroll error occurs that results in the employee's pay deposit being incorrect in an amount less than two hundred dollars (\$200.00) gross pay the Company shall correct the error on the next pay deposit.

If an employee owes the Company monies due to an overpayment, the Company will notify the employee of such overpayment and make sure such overpayment is valid. The overpayment will be taken from the Employee next pay deposit.

## **ARTICLE 16 – JOB POSTINGS**

### **16.01 Posting**

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

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



## **16.02 Application Process**

An employee who is interested in the position may apply in writing by submitting his application to his/her applicable Supervisor as the case may be. All positions will be posted in accordance with Article 16.01. The company will make a reasonable effort to contact eligible employees who may be absent by reason of Vacation, Banked Time, Short Term Disability or Leave of Absence.

## **16.03 Selection Process**

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

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

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

## **16.04 Trial Period**

Any employee selected for a vacancy or a new job, shall be on a trial period for up to ninety (90) calendar days. During this trial period, the employee must demonstrate that he can satisfy the requirements of the job to the satisfaction of the Company. If he is unable to do so, he shall be returned to his previous position and wages and all other employees who might have been affected by the employee's selection shall also be returned to their previous positions and wages.

## **16.05 Vacancy Notice Board Posting**

The Company agrees to post a notice at the said Site and in all departments for a period of five (5) consecutive calendar days before permanently filling any vacancy when these classifications are not filled by promotion or demotion of an employee in accordance with the line of progression established from time to time. The Company agrees to provide the Union with a copy of such posting.

## **16.06 Posting During Shutdown**

No Posting shall be posted during a shutdown, for a position in that department or a permanent position in another department.

# **ARTICLE 17 – CLASSIFICATIONS, WAGES AND PREMIUMS**

## **17.01 Classifications Defined**

The classification of existing occupations and the wage rates applying thereto shall be as shown in Schedule "A" Hourly Rates which is made part of this agreement and is signed for identification by the parties hereto. In the event that the job content of any occupation is substantially changed during the term of this agreement or a new occupation is established, the occupation may be reclassified or classified, as the case may be, by the Company and the Company agrees to review such changed or new classification with the Union.

## **17.02 Change of Classifications**

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

## **17.03 Payment for Higher or Lower Classifications**

If an employee is assigned to work in a higher-rated classification the employee shall be paid at such higher rate during the time the employee is so employed, if qualified. If an employee is temporarily assigned to work in a lower-rated classification for the convenience of the Company the employee shall continue to be paid at the rate established for the classification under which the employee is listed on the payroll. If an employee is assigned to a lower-rated classification at the employee's own request or on account of lack of work, physical or mental disability or unsatisfactory performance of the employee's duties, the employee shall be reclassified and paid at the rate established for such classification immediately.

## **ARTICLE 18 – BANKED TIME**

### **18.01 Twelve (12) Hour Continuous Shifts – Banked Time Procedure**

For employees assigned to work on the twelve (12) hour continuous shift schedule the following Banked Time procedure will apply:

- (a) An average of 36 Banked Time hours can be earned over an 18 week cycle by way of banking hours each biweekly pay cycle based on regularly scheduled working hours as follows:
  - 2 hours banked from 72 regularly scheduled working hours
  - 4 hours banked from 84 regularly scheduled working hours
  - 6 hours banked from 96 regularly scheduled working hours
- (b) Banked Time hours can be carried over to the next Banked Time cycle on a one time basis. All Banked Time hours must be utilized by the end of the cycle in which the hours were carried over.
- (c) Employees will request and arrange to take their Banked Time with the Production Supervisor, at a time which is convenient to the employee and causes the least disturbance to the efficient operation. However, priority of the timing of the Banked Time will be on a seniority basis. The monetary amount of Banked Time will be paid when the Banked Time is used.
- (d) Employees may begin requesting Banked Time three (3) weeks prior to the start of the cycle. Once the Banked Time is approved by the Production Supervisor this time cannot be bumped by another employee for the reason of vacation.
- (e) A maximum of 2 employees can be off at one time for the purpose of Banked Time and Vacation Time.
- (f) The banking of time will not result in the Company incurring any additional costs.

- (g) Payments for Banked Time will be made at the same hourly rate at which the Banked Time was earned. Unused Banked Time will be paid at the end of the Banked Time cycle or at the end of the second cycle had the employee been approved for a one time carry over.
- (h) Current Banked Time statements amounts shall be provided or included on all pay statements.

## **ARTICLE 19 – SCHEDULED OUTAGES, SHUTDOWNS AND FORCE MAJEURE**

### **19.01 Scheduled Outages and Force Majeure**

Scheduled outages or outages as a result of force majeure will not be considered lockouts.

### **19.02 Optional Employee Pay During Shutdowns or Layoffs**

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

### **19.03 Work Offerings During Shutdowns**

When it is possible to do so, the Company must schedule preventative equipment maintenance during shutdowns. When such maintenance work is scheduled, it will be mandatory for maintenance employees unless the employee has approved paid or unpaid leave, banked time, vacation or statutory holiday pay.

The Company will when such is possible provide mandatory training during shutdowns; such training will be mandatory for employees unless the employee has approved paid or unpaid leave, banked time, vacation or statutory holiday pay.

If there will be mandatory work or training, the Company will announce by ninety (90) days prior to the shutdown date.

The Company agrees when such is possible to utilize employees who wish to do so any available work including maintenance helper work, cleaning, building maintenance etc.; the Company shall offer such work opportunities, by seniority, to qualified employees. Employees may be required to work a different shift and will be paid their regular rate of pay. The Company will announce by ninety (90) days prior to the shutdown date such available work.

## **ARTICLE 20 – OVERTIME AND CHANGE IN SCHEDULED SHIFTS**

### **20.01 Daily Overtime Rates**

An employee shall be paid at the rate of double time for work performed in excess of the employee's normal number of daily hours of work.

### **20.02 Payment for Change of Scheduled Hours**

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

starting time, whichever is the earlier.

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

### **20.03 Payment for Change of Scheduled Hours – Twelve (12) Hour Shifts**

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

If as a result of a change in schedule any employee is required to work in excess of four (4) consecutive days without otherwise being entitled to premium payments the employee will be paid at the rate of double time for the fifth day worked.

### **20.04 Payment for Change of Scheduled Hours – FD Schedule for Regular Permanent Maintenance Day Workers**

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

### **20.05 No Overtime for Substitutions at Employee's Request**

Notwithstanding the foregoing provisions of this Article 20 an employee shall be paid at the straight time rate for overtime work performed, with the permission of the company supervisor, at the employee's own request in substitution for the employee's regularly scheduled working hours or in an exchange of working hours with another employee.

### **20.06 Overtime Meal Allowance**

The intent of supplying overtime meal allowance is to compensate employees who are requested to work beyond their scheduled working hours or those who are requested to come in to work outside of their regularly scheduled shift.

- (a) Employees who work more than 2 hours beyond their scheduled quitting time are entitled to a meal allowance except when the extra hours are a result of a mutual agreement between another employee. If an employee is required to remain at work for an extended period, they are entitled to a further meal allowance for each additional four (4) hour period worked after that.
- (b) Employees called in to work with less than two hours' notice are eligible for a meal allowance after two hours of work, and each additional four hour period worked thereafter. A maximum of three meal allowances will be paid for any twelve (12) hours of overtime worked.
- (c) Employees called in to work with more than two hours' notice receive 1 meal allowance if they work more than 2 hours.

- (d) Meal allowance is \$16.00 and will be paid on the employees' pay cheque.

### **20.07 No Doubling Up**

An employee shall not be entitled to be paid under more than one clause of this Article 13 unless otherwise specifically provided, and in any event the rate of payment, excluding the minimum payment and travelling allowance provided for in Article 12.03 shall not exceed twice the straight time hourly rate except in respect of work performed on the recognized holidays specified in Article 13.01(a), in which case such rate, excluding the travelling allowance and minimum payment provided for in clause 12.03 but including the holiday allowance, shall not exceed two and a half (2.5) times the straight time hourly rate. For employees who are 'called in' to perform work on the recognized holidays specified in Article 13.01(a), in which case such rate, excluding the travelling allowance and minimum payment provided for in clause 12.03 but including the holiday allowance shall not exceed three (3) times the straight time hourly rate.

### **20.08 Overtime – Scheduled**

- (a) All overtime that is not considered a call in or extension of shift as per Article 12.07 or otherwise provided for in this agreement but is offered, scheduled, pre-scheduled or available for signup for a later date shall be equalized amongst the employees on each crew(s) where such is possible.
- (b) Such overtime rotation list can be posted and updated weekly and shall be valid for the entire calendar month. Any posted overtime shall be considered scheduled, whether it is offered in person or by a phone call to the employee. This overtime will not be eligible for reporting and travel pay, as per Article 12.03, and is by department excluding Maintenance.
- (c) The Company shall maintain a rolling full two (2) months log containing dates and time of calls to members, refusals to select a shift of overtime, the number called and all overtime acceptances.
- (d) Opportunities for scheduled overtime will be posted in chronological order, including qualifications required, which shift, which days and how many hours.
- (e) Employees wishing to work scheduled overtime will sign up for a full one (1) month period with one (1) current phone number.
- (f) The employee's name will be submitted to their immediate supervisor, by the second last Sunday of the month for scheduled overtime in the following month.
- (g) New employees to the department will be eligible the month after they start, and will be put on the Overtime Rotation list as per their seniority. The addition of a current employee previously not on the list will be added at the bottom of the rotation list.
- (h) The supervisor or delegate will create the Overtime Rotation list of all employee requests in order of their seniority and provide a copy to the Chief Shop Steward.
- (i) The employee at the top of the Overtime Rotation list, who is eligible to work the overtime, will be offered the available overtime as per above.
- (j) Subsequent employees on the Overtime Rotation List will be offered overtime in the same manner.

- (k) The company will continue to contact employees on the Overtime Rotation list in order, until the requirement for overtime is met. If the employee is not at work, the Company will phone or text schedule the employee for the overtime. If the employees fail to answer, a voicemail or text will be left. The voicemail or text will contain a contact number for the employee to call.
- (l) If the employee misses the call or text, the employee will have thirty (30) minutes to respond. When the employee returns the call the employee will then be scheduled for the next available overtime shift.
- (m) If the employee works the shift as offered their name goes to the bottom of the overtime rotation list.
- (n) No Casual employees will be scheduled for overtime as per this clause.

#### **20.09 Overtime Offerings – Call Ins**

- (a) Employees wishing to work Call in Overtime will sign up for a full one (1) month period with one (1) current phone number
- (b) Requests will be submitted to their immediate supervisor, by the last Sunday of the month for Call In Overtime the following month.
- (c) New employees to the department will be eligible the month after they start, and will be put on the Call In Overtime list as per their seniority.
- (d) The supervisor or delegate will create the Call In Overtime list of all employee requests in order of their seniority. The Call In Overtime list shall be posted, a copy provided to the Chief Shop Steward, and shall be valid for the entire calendar month.
- (e) The most senior employee in the same department as the offered overtime, at the top of the Call In Overtime list, who is eligible to work the overtime, will be offered the available overtime, as per Article 12.07
- (f) The Company will continue to contact employees in the department and on the Call In Overtime list in order, until the requirement for overtime is met. If the employees fail to answer, a voicemail or text will be left. The voicemail or text will contain a contact number for the employee to call.
- (g) If the employee misses the call or text, the employee will have ten (10) minutes to respond.
- (h) The company will continue to contact employees who are qualified, in the department and on the Call In Overtime list in order, until the requirement for overtime is met, as per the procedure above.
- (i) If no employees who are qualified, and in the department, accept the Call In Overtime, the Company will again contact the most junior qualified employee in the same department as the offered overtime, and who is eligible to work, and assign the overtime to the employee. In such an event the employee contacted shall report with due haste and take up the duties of the absent employee, as per Article 12.07 or
  - (i) If no permanent employees who are qualified accept the Call In Overtime, the Company may in this circumstances only contact the senior qualified Casual

employee in the department and offer that employee the overtime, if needed the Company may force the junior qualified Casual employee to work the overtime shift

- (j) If an employee refuses three (3) times to work shifts as offered, their name will be removed from the Call In Overtime list for the remainder of the current month.

## **ARTICLE 21 – TWELVE (12) HOUR SHIFTS**

### **21.01 Application of Twelve (12) Hour Continuous Shifts**

Twelve (12) hour shifts shall apply only to employees assigned to continuous operations.

### **21.02 Referenced Clauses in the Collective Agreement**

The following clauses in the collective agreement apply only to employees assigned to twelve (12) hour Continuous shifts:

#### **12.01 (c) Hours of Work**

For employees assigned to work on the twelve (12) hour continuous shift schedule the normal number of daily hours of work shall be twelve (12) for an average of up to forty two (42) hours per week in accordance with the schedules established from time to time for such employees.

#### **13.04 Pay for Working on a General Holiday**

An employee who works on any of the holidays mentioned in Article 13.01 shall be paid at the rate of time and a half for all hours worked. However, where the provisions of Article 12.03 would apply to the work if it was not a holiday, the minimum payment and travelling allowance provided in Article 12.03 shall apply.

#### **20.03 Payment for Change of Scheduled Hours – Twelve (12) Hour Shifts**

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

#### **12.07 - Unable to Report to Work – Twelve (12) Hour Shifts**

An employee scheduled to work a twelve (12) hour shift who is unable to report to such shift due to sickness or for other reasons shall make every effort to inform the employee's immediate supervisor, or the immediate supervisor's delegate, of the employee's absence and the expected length of such absence as soon as possible and in no event later than one-half (1/2) hour after the scheduled commencement of the employee's shift.

As soon as the employee's immediate supervisor, or the immediate supervisor's delegate, is informed of the absence of such employee, the said supervisor or delegate will assign an available qualified employee to perform the work required from among available qualified employees at work in the Department.

In the event such an assignment is not practicable, the immediate supervisor or the immediate supervisor's delegate will first offer such work in order of seniority to those employees assigned to twelve (12) hour shifts in the same department who are on scheduled days off and on the Call In Overtime list, as per Article 20.09.

If the immediate supervisor or the immediate supervisor's delegate is unable to obtain a replacement from among such employees, the said supervisor or delegate will offer such work in order of seniority to qualified employees assigned to twelve (12) hour shifts who are on scheduled days off and on the Call In Overtime list.

If the immediate supervisor or the immediate supervisor's delegate is still unable to obtain a replacement, the said supervisor or delegate will again contact the most junior employee assigned to twelve (12) hour shifts in the same department who is on a scheduled day off. In such event the employee so contacted shall report with all due haste to take up the duties of the absent employee for such period of time as may be required.

#### **Article 14.09 Vacations for Twelve (12) Hour Shifts**

It is understood that Vacations and Vacation Allowances provided under this Article 14 to an employee assigned twelve (12) hour continuous shifts shall not exceed those which the employee would have received had the employee been assigned to an eight (8) hour continuous shift schedule.

#### **21.03 Application of Twelve (12) Hour Non-Continuous Shifts**

Twelve (12) hour shifts shall apply only to employees assigned to non-continuous operations.

#### **21.04 Referenced Clauses in the Collective Agreement (Non-Continuous)**

The following clauses in the collective agreement apply only to employees assigned to twelve (12) hour non-continuous shifts:

##### **12.01 (d) Hours of Work – Twelve Hour Non-Continuous Shifts**

For employees assigned to work on the twelve (12) hour shift schedule the normal number of daily hours of work shall be up to twelve (12) for an average of up to forty (40) hours per week in accordance with the schedules established from time to time for such employees.

##### **13.04 Pay for Working on a General Holiday**

An employee who works on any of the holidays mentioned in Article 13.01 shall be paid at the rate of time and a half for all hours worked. However, where the provisions of Article 12.03 would apply to the work if it was not a holiday, the minimum payment and travelling allowance provided in Article 12.03 shall apply.

##### **20.03 Payment for Change of Scheduled Hours – Twelve (12) Hour Shifts**

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



**12.07 Unable to Report to Work – Twelve (12) Hour Shifts**

An employee scheduled to work a twelve (12) hour shift who is unable to report to such shift due to sickness or for other reasons shall make every effort to inform the employee's immediate supervisor, or the immediate supervisor's delegate, of the employee's absence and the expected length of such absence as soon as possible and in no event later than one-half (½) hour after the scheduled commencement of the employee's shift.

As soon as the employee's immediate supervisor, or the immediate supervisor's delegate, is informed of the absence of such employee, the said supervisor or delegate will assign an available qualified employee to perform the work required from among available qualified employees at work in the Department.

In the event such an assignment is not practicable, the immediate supervisor or the immediate supervisor's delegate will first offer such work in order of seniority to those employees assigned to twelve (12) hour shifts in the same department who are on scheduled days off and on the Call In Overtime list, as per Article 20.09.

If the immediate supervisor or the immediate supervisor's delegate is unable to obtain replacement from among such employees, the said supervisor or delegate will offer such work in order of seniority to qualified employees assigned to twelve (12) hour shifts who are on scheduled days off and on the Call In Overtime list.

If the immediate supervisor or the immediate supervisor's delegate is still unable to obtain a replacement, the said supervisor or delegate will again contact the most junior employee assigned to twelve (12) hour shifts in the same department who is on a scheduled day off. In such event the employee so contacted shall report with all due haste to take up the duties of the absent employee for such period of time as may be required.

**Article 14.09 Vacations for Twelve (12) Hour Shifts**

It is understood that Vacations and Vacation Allowances provided under this Article 14 to an employee assigned twelve (12) hour continuous shifts shall not exceed those which the employee would have received had the employee been assigned to an eight (8) hour continuous shift schedule.

**21.05 No Doubling Up – Twelve Hour Shifts**

An employee shall not be entitled to be paid under more than one clause of Article 10, 13, 20 or 21 unless otherwise specifically provided, and in any event the rate of payment, excluding the minimum payment and travelling allowance provided for in Article 12.03 shall not exceed twice the straight time hourly rate except in respect of work performed on the recognized holidays specified in Article 13.01, in which case such rate, excluding the travelling allowance and minimum payment provided for in Article 12.03 but including the holiday allowance, shall not exceed two and half (2.5) times the straight time hourly rate. For employees who are 'called in' to perform work on the recognized holidays specified in Article 13.01, in which case such rate, excluding the travelling allowance and minimum payment provided for in clause 12.03 but including the holiday allowance shall not exceed three (3) times the straight time hourly rate.

### **21.06 Criteria for Termination of Twelve (12) Hour Shifts**

Twelve (12) hour shifts may be terminated by the Company or the Union on thirty (30) days' notice for any of the following reasons:

- (a) the costs to the Company of the twelve (12) hour shift arrangement exceed the costs of the previous eight (8) hour shift schedule;
- (b) withdrawal by the Labour Relations Board of permission to work such shifts;
- (c) fifty-one (51) percent of employees assigned to twelve (12) hour shifts vote in favour of the termination of such shifts;
- (d) passage of government legislation which requires premium payments in excess of those currently applicable;
- (e) unfavourable rulings or penalties imposed by the Workers' Compensation Board attributable to the working of twelve (12) hour shifts;
- (f) failure of the Replacement System to effectively provide replacements for employees absent due to sickness or for other reasons;
- (g) deterioration of safety, health or absenteeism experience attributable to the working of twelve (12) hour shifts;
- (h) adverse sociological effects or deterioration of productivity attributable to the working of twelve (12) hour shifts.

### **21.07 Reversion Costs**

It is understood and agreed that in the event twelve (12) hour shifts are terminated in accordance with the provisions of Article 21.04, premium payments provided under Article 20.03 which arise as a direct result of such termination shall not be applicable. An employee who because of the termination of twelve (12) hour shifts is unable to work the employee's normal average weekly hours shall, provided it is practicable to do so, be given an opportunity to make up such loss of normal working hours at the employee's straight time hourly rate.

## **ARTICLE 22 – FD SCHEDULE FOR PERMANENT REGULAR DAY WORKERS**

### **22.01 Application of FD Schedule**

This Schedule "F" Index shall apply only to permanent regular day workers assigned to the FD Schedule.

### **22.02 Referenced Clauses in the Collective Agreement (FD)**

The following clauses in the collective agreement apply only to employees assigned to work the FD Schedule:

#### **20.04 Payment for Change of Scheduled Hours – FD Schedule for Permanent Regular Maintenance Day Workers**

Whenever an employee's regularly scheduled working hours are changed by the Company, that is, both starting and finishing times changed, the employee shall be paid at the rate of double time for the employee's first working shift following such change, unless notice of such change has been given to the employee by the Company twenty-

four (24) hours or more prior to the old starting time or the new starting time, whichever is earlier.

#### **14.10 Vacation for FD Schedule for Permanent Regular Day Workers**

It is understood that Vacations and Vacation Allowances provided under this Article 14 to an employee assigned to work the FD Schedule shall not exceed those which the employee would have received had the employee been assigned to a regular eight (8) hour day work schedule.

#### **22.03 No Doubling Up – FD Schedule for Permanent Regular Day Workers**

An employee shall not be entitled to be paid under more than one clause of Article 10, 13, 20 or 21 unless otherwise specifically provided, and in any event the rate of payment, excluding the minimum payment and travelling allowance provided for in Article 12.03 shall not exceed twice the straight time hourly rate except in respect of work performed on the recognized holidays specified in Article 13.01, in which case such rate, excluding the travelling allowance and minimum payment provided for in Article 12.03 but including the holiday allowance, shall not exceed two and half (2.5) times the straight time hourly rate. For employees who are 'called in' to perform work on the recognized holidays specified in Article 13.01, in which case such rate, excluding the travelling allowance and minimum payment provided for in clause 12.03 (e) but including the holiday allowance shall not exceed three (3) times the straight time hourly rate.

#### **22.04 Criteria for Termination of the FD Structure**

The FD Schedule may be terminated by the Company or the Union on thirty (30) days' notice for any of the following reasons:

- (a) the costs to the Company of the FD Schedule arrangement exceed the costs of the previous eight (8) hour regular day work schedule;
- (b) withdrawal by the Labour Relations Board of permission to work such shifts;
- (c) fifty-one (51) percent of employees assigned to work the FD Schedule vote in favour of the termination of such schedule;
- (d) passage of government legislation which requires premium payments in excess of those currently applicable;
- (e) unfavourable rulings or penalties imposed by the Workers' Compensation Board attributable to the working of the FD Schedule;
- (f) failure of employees on the FD Schedule to effectively respond to emergency call-ins on an FD;
- (g) deterioration of safety, health or absenteeism experience attributable to working the FD Schedule;
- (h) adverse sociological effects or deterioration of productivity attributable to working the FD Schedule.

## **22.05 Reversion Costs**

It is understood and agreed that in the event the FD Schedule is terminated in accordance with the provisions of Article 22.04, premium payments provided under Article 20.04 which arise as a direct result of such termination shall not be applicable. An employee who because of the termination of the FD Schedule is unable to work the employee's normal average weekly hours shall, provided it is practicable to do so, be given an opportunity to make up such loss of normal working hours at the employee's straight time hourly rate.

## **ARTICLE 23 – DURATION AND RENEWAL OF AGREEMENT**

### **23.01 Duration of Agreement**

This agreement shall become effective on the 14th day of January 2018, and shall remain in full force and effect up to and including the 10th day of January 2021.

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

Either party may serve notice in writing of their intention to enter into collective bargaining for the purpose of revising this collective agreement. This notice shall be served not less than sixty (60) calendar days and not more than one hundred and twenty (120) calendar days from the expiry date of this collective agreement.

### **23.03 Form of Notice**

Notices shall be in writing and shall be sufficient if sent by mail addressed, if to the Union, to the Unit President AT Films – Unifor 21-A, and if to the Company, to the Human Resources Manager at the said Site.

### **23.04 Collective Bargaining Proposals**

Subject to having served and received notice, the parties shall determine the time, place and method to present any written proposed modifications or revisions of this collective agreement.

### **23.05 Collective Agreement to Remain in Force Until Renewal**

Except for any specific expiry, termination, or clauses within this collective agreement or associated letters of understanding, if a renewal of this collective agreement proposed for certain modification or revision is not secured prior to the termination date of this agreement all other existing clauses and conditions of this collective agreement shall remain in full force and effect until such modifications or revisions to the agreement have been ratified.

**LETTER OF UNDERSTANDING #1– Company Benefit Plan and RRSP Plan**

The Company will provide the employees with a benefit plan at the current levels for the duration of this letter of understanding. No benefit or level of benefit currently provided for can be changed, deleted or modified unless agreed to between the parties as per below.

The level of premium responsibilities for the Company and the employees will remain the same (70% Employer paid and 30% Employee paid for medical, dental, AD&D, life insurance and optional dependent life insurance premiums; 50% Employer paid and 50% Employee paid for short term disability and long term disability premiums).

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

The Company agrees to provide the Company’s benefits broker with all needed information so as to explore the Union’s new union provided benefit plan.

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

This Letter of Understanding expires on May 01, 2021

**LETTER OF UNDERSTANDING #2 – Apprenticeship Training Program**

If the Company determines to introduce an apprenticeship program, it will discuss the program with the Union. This Letter of Understanding expires when the term of the current Collective Agreement expires.

**LETTER OF UNDERSTANDING #3 – Paid Education Leave**

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

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

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

#### **LETTER OF UNDERSTANDING #4 – Casual Employees**

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

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

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

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

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

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

Casual employees will not be hired for Trades positions or in the Maintenance Department.

*The parties agree that all references to an use of "Seasonal" and "Temps" will be replaced in the collective agreement with Casual.*

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

#### **LETTER OF UNDERSTANDING #5 – Previous Flex Day (FD) Schedule Employees**

This Schedule below shall apply to all permanent regular day workers previously assigned on the FD Schedule, as of January 01, 2019

All employees will transition to the Eight (8) Hour Regular Day Shifts, as assigned by the Company as per Article 12.01 (a) as of ratification. All reference to the Eight (8) hour Regular Day Shifts in the CBA shall also apply.

All outstanding banked time will be available to be used, or paid out in lieu of time off with pay, as per the employees request until December 31, 2018. Unused banked time will be paid out on the last payday of the calendar year. Banked Time off requested shall be paid at straight time and such time off shall be as mutually agreed between the employee and employer.

**Schedule "A" – Hourly Wage Rates and Premiums**

| <b>Classification</b>       | <b>Jan 14, 2018 - Jan 12, 2019</b> | <b>Jan 13, 2019 - Jan 11, 2020</b> | <b>Jan 12, 2020 - Jan 10, 2021</b> |
|-----------------------------|------------------------------------|------------------------------------|------------------------------------|
| <b>Distribution</b>         | 1.75%                              | 1.75%                              | 1.85%                              |
| D/C III                     | \$29.58                            | \$30.10                            | \$30.65                            |
| D/C II                      | \$27.99                            | \$28.48                            | \$29.01                            |
| D/C I                       | \$26.40                            | \$26.86                            | \$27.36                            |
| D/C - Entry                 | \$24.82                            | \$25.25                            | \$25.72                            |
| *D/C - Casual               | \$22.53                            | \$22.92                            | \$23.35                            |
|                             |                                    |                                    |                                    |
| <b>Films</b>                | 1%                                 | 1.25%                              | 1.85%                              |
| *Day Lead Operator          | \$44.38                            | \$44.93                            | \$45.76                            |
| Lead Films Operator         | \$41.94                            | \$42.46                            | \$43.25                            |
| Line Operator III           | \$40.43                            | \$40.94                            | \$41.70                            |
| Line Operator II            | \$39.91                            | \$40.41                            | \$41.16                            |
| Line Operator I             | \$38.89                            | \$39.38                            | \$40.11                            |
| Assistant Line Operator III | \$38.16                            | \$38.64                            | \$39.35                            |
| Assistant Line Operator II  | \$37.55                            | \$38.02                            | \$38.72                            |
| Assistant Line Operator I   | \$36.54                            | \$37.00                            | \$37.68                            |
| Relief Operator II          | \$28.69                            | \$29.05                            | \$29.59                            |
| Relief Operator I           | \$26.30                            | \$26.63                            | \$27.12                            |
| Material Handler Entry      | \$23.92                            | \$24.22                            | \$24.67                            |
| Material Handler -Casual    | \$22.36                            | \$22.64                            | \$23.06                            |
|                             |                                    |                                    |                                    |
| Materials - Expediter       | \$37.74                            | \$38.21                            | \$38.92                            |
| Product Shipper II          | \$34.45                            | \$34.88                            | \$35.53                            |
| Product Shipper I           | \$32.76                            | \$33.17                            | \$33.78                            |
|                             |                                    |                                    |                                    |
| <b>Maintenance (Trades)</b> |                                    |                                    |                                    |
| Electrician                 | \$48.63                            | \$49.24                            | \$50.15                            |
| Millwright                  | \$48.63                            | \$49.24                            | \$50.15                            |

Existing full-time employees as of January 1, 2010 will remain at the rate of pay for their current classification until promoted through the new progression plan. The Company may assign these employees to perform work in another classification so long as it continues to pay their current rate of pay or the higher rate for the classification of work they are assigned to perform. However, if there is a layoff, the lay off language supersedes this language.

Effective on the date of ratification and retroactive to January 14, 2018, the wage rate increases as contained in the "Hourly Wage Rates" chart are as follows:

- Year 1 – 1.0% to all plant hourly wage rates, 1.75% to all distribution hourly wage rates
- Year 2 – 1.25% to all plant hourly wage rates, 1.75% to all distribution hourly wage rates
- Year 3 – 1.85% to all hourly wage rates

**Signing bonus:**

Upon Ratification each employee shall receive a \$500.00, less statutory deductions, signing bonus to be paid on the first pay period following ratification vote. Any employee on leave of absence will be paid the bonus upon their return to work.

Effective on the date of ratification and retroactive to January 14, 2018 the Premiums are as follows:

- (i) Evening Shift
- (ii) 12 Hour Continuous Shift
- (iii) Plant Logistics Lead
- (iv) Distribution Lead

**Premiums**

|                          |         |         |         |
|--------------------------|---------|---------|---------|
| Evening Shift            | \$ 1.26 | \$ 1.26 | \$ 1.26 |
| 12 Hour Continuous Shift | \$ 1.43 | \$ 1.43 | \$ 1.43 |
| Plant Logistics Lead     | \$ 1.43 | \$ 1.43 | \$ 1.43 |
| Distribution Lead        | \$ 1.43 | \$ 1.43 | \$ 1.43 |



Signed in Edmonton, AB on this 25<sup>th</sup> day of May, 2018.

**FOR THE COMPANY:**

\_\_\_\_\_  
Calvin Mazurenko  
Managing Director, AT Films

\_\_\_\_\_  
Helen Smith  
Administrative Assistant, AT Films

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

\_\_\_\_\_  
Ken Sawka  
Operations Manager, AT Films

**FOR THE UNION:**

\_\_\_\_\_  
Mike Krauskopf  
Unit President AT Films – Unifor 21-A

\_\_\_\_\_  
Steve Kitt  
Unit Financial Secretary AT Films – Unifor 21-A

\_\_\_\_\_  
Jim Sigaty  
Unit Vice President AT Films – Unifor 21-A

\_\_\_\_\_  
Mike Kapalka  
President Unifor Local 21-A

\_\_\_\_\_  
Al Gartner  
Unit Recording Secretary Unifor Local 21-A

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