

Collective Agreement

Between

CELENESE EVA POLYMERS

(Hereinafter referred to as the “the company”)



and

UNIFOR LOCAL 21-A

(Hereinafter referred to as “the Union”)



January 19, 2016 – January 26, 2019

CELANESE EVA POLYMERS AGREEMENT

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COLLECTIVE AGREEMENT

BY AND BETWEEN

Celanese EVA Polymers Inc.
a business corporation of Canada

AND

UNIFOR LOCAL 21-A

WITNESSETH THAT, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto have agreed as follows:

Celanese Employee Preamble

Together our goal is to ensure the long term viability of the
EVA Polymer Production lines.

The parties recognize that Union employee involvement promotes a spirit of mutual understanding, harmony and cooperation between the Company, Unifor – Local 21-A as well as its members. This action, resulting in a safe, efficient and competitive manufacturing facility that provides quality jobs in the Edmonton area.

ARTICLE 1 – RECOGNITION

1.01 Definitions

- (a) "Company" means the corporation Celanese EVA Polymers Inc. as a whole.
- (b) "Said Site" means the polyethylene manufacturing plant operated by the Company at 4405 - 101st Ave, Edmonton, known as the Edmonton Site.
- (c) "Union Employee" means anyone employed at the said Site, who is a member of Unifor Local 21-A Celanese Bargaining Unit and in accordance with the certificate granted to the Union by the Labour Relations Board of the Province of Alberta.
- (d) Union means Unifor Local 21-A Celanese Bargaining unit.
- (e) "Seniority" shall, for the purposes of this agreement, be calculated so as to start from and include from the most recent date on which the employee became employed by the Company within the bargaining unit.

1.02 Scope

This agreement covers all employees as defined above.

1.03 Exclusive Bargaining Agent

- (a) The Company recognizes the Union during the term of this agreement as the exclusive bargaining agent of the employees for the purpose of collective bargaining in respect of wages, hours of work, seniority, grievance procedure and such other working conditions as are included in this agreement.
- (b) The Company agrees not to enter into any agreement or contract with the Union employees, individually or collectively, which in any way conflicts with the terms and provisions of the Agreement. Any such Agreement will be null and void.

1.04 Management Rights

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.

1.05 Alteration of Hours of Work and Work Assignments

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.

1.06 Alteration of Rules and Regulations

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 2 – COOPERATION

2.01 No Strike during Agreement

The Union agrees that it will not cause, authorize or sanction, nor permit its members to cause or take part in (and it is agreed that the Company may discharge any employee who causes or takes part in) any sit-down, stay-in or slow-down in any department or any strike or stoppage of any of the Company's operations or any curtailment of work or restriction of or interference with production or any picketing of the Company's premises during the term of this agreement.

2.02 No Lockout during Agreement

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

2.03 Union Bulletin Board

The Company agrees that the Union may post notices in the said Site, in a locking notice board in the main entrance to the site, supplied by the Company for such purposes, or use electronic forms of distribution to distribute the notices, for the posting of matters relating to union business and union meetings. The union is not permitted to post any information that is discriminatory, harassing, defamatory or libelous on the bulletin boards. Key for such board will be supplied to the Union Secretary and a spare key held with the HR Manager.

2.04 Dues Check-off and Remittance

(a) Dues, Initiation Fees and Assessments Deductions

The Company will deduct an amount equivalent to the monthly Union membership dues, initiation fees and assessments from the wages of each employee covered by this agreement.

(b) All employees shall when hired and as a condition of employment, be required to execute an authorization form provided by the Union for the deduction of an amount equivalent to the regular monthly Union dues, the Company shall forward the Union their portion of the completed form. Such authorization and all other authorizations in effect on or after the effective date of this agreement shall not be revocable; notwithstanding any provision contained in the previously executed authorization. Authorizations in the form designated in any previous collective agreement between the Company and the Union and which have not been revoked prior to the effective date of this agreement shall be equally effective except that they shall be deemed to have been amended, as of the date of this agreement.

(c) **Dues Amounts to Deduct**

The amount to be deducted shall be equivalent to the regular monthly membership dues duly authorized by Unifor Local 21-A. It is understood that the formula used to calculate the amount of monthly Union membership dues will not be changed more frequently than three times in each calendar year. These dues shall be submitted to the composite local monthly.

(d) **Notice for Change of Dues Formula**

The Union shall notify the Company in writing thirty (30) consecutive calendar days before such a change becomes effective and the Union shall post on union notice board indicating the effective date of the new deduction.

(e) **Dues Remittance within Ten (10) Days**

The Company shall remit to the Secretary -Treasurer of the Composite Local Union the total amounts so deducted not later than ten (10) consecutive calendar days after the deduction has been made. The Company will at the same time forward to the Union a list of those persons who have since the date of the last payment to the Union, supplied the Company with a written authorization or who have been transferred out of the bargaining unit or whose employment has been terminated. The Company will forward, when requested by the Union, a list of all employees who have authorized such deductions.

(f) **Related Information**

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

- i) New Employees who have joined the bargaining unit;
- ii) 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);

- medical leave short term disability/ long term disability(STD/LTD) or Workers Compensation (WCB) at the time when deductions were made;
- iii) Employees who have been discharged abandoned or have quit their employment;
 - iv) Any changes to the following information during the quarter if the employee advises the Company of same:

- (1) Name,
- (2) Address with Postal Code,
- (3) Telephone number,
- (4) Email Address. (If provided)

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.

(g) Company Indemnified

In consideration of the deducting and forwarding by the Company of the amounts so 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.

2.05 Union Activities on Site

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

2.06 Layoff Notice

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

2.07 New Member Start Date

The Company will advise the Union of the start date of employment for new members.

2.08 Union Space

The company will allow the Union to use existing meeting space in the plant when scheduled in advance and subject to approval by the company. The company will provide one locked file cabinet for union use.

2.09 Printing the Collective Agreements

The company agrees to arrange and pay for the printing of the collective agreement in booklet form with copies for all union employees which will be printed at a Unifor printing shop provided their price is competitive. The booklets shall be printed within three (3) months from ratification.

2.10 Union Orientation

The Company should notify new employees that Celanese is a unionized facility and will introduce new employees to the Chief Shop Steward or designate on their first day of work. The Company will consult with the Chief Shop Steward to ensure that new employees are scheduled to meet privately with the Chief Shop Steward or designate during working hours and without loss of pay, for the purpose of handing them a copy of the Collective Agreement and to conduct a presentation on Union affairs. These meetings shall be scheduled during the onboarding process and will be for a maximum of thirty (30) minutes unless otherwise agreed.

ARTICLE 3 - REPRESENTATION

3.01 Union Stewards

The Company agrees to recognize up to nine (9) stewards, one of whom shall be the chief steward, to represent four (4) groups of employees (North Polymers, 5R, Compounding/Finishing, and Maintenance/Powerhouse). The Union shall notify the Company in writing of the names of the stewards. It is understood that a steward may, with the permission of the steward's first line supervisor, be permitted to leave the steward's regular duties for a reasonable length of time in order to investigate and settle grievances.

3.02 Union Bargaining Committee

The Company agrees to recognize a Union Bargaining Committee of not more than six (6) employee's for the purposes of negotiating the renewal of this agreement in accordance with Article 21. Members of the bargaining committee, not to exceed six (6) in number, shall be paid at straight time for scheduled time missed while in negotiation meetings with the Company.

3.03 Union Grievance Committee

The Company also agrees to recognize a Grievance Committee of not more than five (5) employees. The Grievance Committee shall have the right of meeting the appointed representatives of the Company for purposes of discussing grievances submitted to the Grievance Committee in accordance with the provisions of Article 8.

3.04 Union Committee

The Company further agrees to recognize a Union Committee of not more than six (6) employees. The Union Committee shall have the right of meeting the appointed representatives of the Company at least once every month for the purpose of discussing matters arising under the agreement, excluding grievances submitted to the Grievance Committee in accordance with the provisions of Article 8.

3.05 Union Committee Pay

Members of the above committees 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 held on Company property. A representative of the Unifor Local 21 -A may be in attendance at such meetings.

ARTICLE 4 – LEAVES OF ABSENCES

4.01 Union Business Leave

Members of the Union may be granted reasonable leave of absence without pay for the purpose of attending to Union business, provided production requirements permit. Each individual leave of absence so granted shall not in any event exceed a period of fifteen (15) consecutive calendar days.

4.02 Paid Education Leave

The Employer agrees to pay into a special fund an amount of three cents (\$.03) per hour for all regular 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. Paid Education Leave will follow Clause 4.01 Payments will be sent by the Employer to the following address:

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

4.03 Bereavement Leave

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

- i) in the case of an absence from work for the purpose of arranging and/or attending the funeral of a spouse or child, up to a maximum of five (5) consecutive days commencing in the period between the date of death and the date of funeral.
 - ii)
 - (1) in the case of an absence from work for the purpose of arranging and/or attending the funeral of a mother, father, sister, brother, mother-in-law, father-in-law or grandchild up to a maximum of three (3) consecutive days within the period commencing on the date of death and extending up to and including the date after the funeral.
 - (2) Subject to Article 4.03 (a) (ii) (1) , bereavement leave with pay may be extended by two (2) additional travel days for the bereavement entitlement and circumstances identified in Article 4.03 (a) (ii) (1) 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, brother-in-law, sister-in-law, son-in-law, or daughter-in-law up to a maximum of one (1) 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 19.01, or a leave of absence with pay, and a death in the family as identified in Article 4.03 (a) warrants bereavement leave, the employee shall be allowed to substitute paid bereavement allowances subject to the Articles 4.03 (a) i, ii, iii, 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.

4.04 Maternity Leave and Parental Leave

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

4.05 Compassionate Care Leave

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

ARTICLE 5 - OVERTIME AND OTHER ALLOWANCES

5.01 Calculating Overtime

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.

5.02 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.

5.03 Call – Out Pay

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.

If an employee is advised after the employee has left the said Site to report for such unscheduled work, the employee will receive a call-out 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 call-out equivalent to one (1) hour's pay at the employee's straight time rate.

If an employee is advised after the employee has left the said Site to report for unscheduled work, the employee will receive a call-out 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 call-

out equivalent to one (1) hour's pay at the employee's straight time rate. Any shift worker called in early for training purposes to their shift will not receive the one (1) hour's pay at the employee's straight time rate.

5.04 Overtime Deferral

Notwithstanding the foregoing provisions of Article 5 an employee shall be paid at the straight time rate for overtime work performed, with the permission of the first line supervisor, at the employee's own request when utilizing the deferring of overtime.

5.05 Paid Sick Time

All union employees will be entitled to twenty-four (24) hours of paid sick time per calendar year. If the employee uses the twenty-four (24) hours of sick time prior to the end of the calendar year and they find that they are unable to attend work due to illness, they will fall back to the twenty-four (24) unpaid hour wait time rule that is currently in place.

Any portion of the twenty-four (24) hours that is remaining at the end of the calendar year will be paid out at straight pay to the employee on the first pay date in January. An employee must be an Active Employee on December 31 of each year to receive this allotted pay out of unused sick time. This rule ensures that if an employee very rarely calls in sick they will still benefit from this program. If an employee ends the calendar year without using one (1) hour or more of paid sick time, they will be allowed to carry the twenty-four (24) hours to only the next calendar year to use as twenty-four (24) hours of time off with an option to being paid out. The twenty-four (24) hour paid sick straight time pay will be pro-rated for the year of employment.

ARTICLE 6 – WAGES, CLASSIFICATIONS AND PREMIUMS

6.01 Existing Occupations, Wage and Premium Rates

(a) Existing Occupations and Wage Rates

The classification of existing occupations and the wage rates applying there to shall be as shown in this article. 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.

Collective Agreement between Celanese EVA Polymers and Unifor Local 21-A

Job Classifications	2016	2017	2018
	0%	2.0%	2.5%
COMPOUNDING			
Lead Compounding Operator	43.21	44.07	45.18
Lead Compounding Operator Relief	42.19	43.03	44.11
Compounding Operator III	40.10	40.90	41.92
Compounding Operator II	39.03	39.81	40.81
Δ * Compounding Operator I	37.25	38.00	38.95
Δ *Compounding Operator (S)	33.90	34.58	35.44
FINISHING			
Finishing Plant Operator 4 (FP04)	43.21	44.07	45.18
Finishing Plant Operator Relief (FP04R)	42.19	43.03	44.11
Finishing Plant Operator 3 (FP03)	40.89	41.71	42.75
Finishing Plant Operator 2 (FP02)	38.27	39.04	40.02
Δ*Finishing Plant Operator 1 (FP01)	35.41	36.12	37.02
Δ* Finishing Plant Operator 1(S) (FP01S)	32.50	33.15	33.98
Product shipper III (8 Hour Day Worker)	37.78	38.54	39.50
Product shipper II (8 Hour Day Worker)	36.35	37.08	38.01
Product Shipper I (8 Hour Day Worker)	34.58	35.27	36.15
** Day Lead Warehouse Operator	42.19	43.03	44.11
STORES			
Δ Stores Person IV	34.91	35.61	36.50
Δ Stores Person III	31.96	32.60	33.42
Δ Stores Person II	27.47	28.02	28.72
Δ Stores Person I	26.63	27.16	27.84
Δ Stores Person (S) (Entry/Temp)	25.99	26.51	27.17
Δ ♦Tool crib Attendant	34.91	35.61	36.50
POWERHOUSE			
Job Classifications	2016	2017	2018
	0%	2.25%	2.75%
Powerhouse Engineer	46.79	47.84	49.16

Collective Agreement between Celanese EVA Polymers and Unifor Local 21-A

Job Classifications	2016	2017	2018
	0%	2.25%	2.75%
POLYMERS			
Polymers South			
5R Senior Operator	50.45	51.59	53.01
5R Control Operator II	46.79	47.84	49.16
5R Control Operator I	45.60	46.63	47.91
5R Area Operator	43.78	44.77	46.00
Δ *5R Extrusion Operator I	38.82	39.69	40.78
Δ *5R Extrusion Operator (S)	34.75	35.53	36.51
** Polymers Day Operator	49.45	50.56	51.95
Polymers North			
Senior Operator (PO5)	50.45	51.59	53.01
Control Operator 2 (PO4-2)	46.79	47.84	49.16
Control Operator 1 (PO4-1)	45.60	46.63	47.91
Area Operator II (PO3)	43.78	44.77	46.00
Area Operator I (PO2)	40.95	41.87	43.02
Δ *Extrusion Operator II (PO1)	38.82	39.69	40.78
Δ *Extrusion Operator (S) (POS)	34.75	35.53	36.51
**Polymers Day Operator	49.45	50.56	51.95
MAINTENANCE			
**Mechanic "A"	0%	2.25%	2.75%
Electrician	47.49	48.56	49.90
Instrument Technician	47.49	48.56	49.90
Insulator	47.49	48.56	49.90
Machinist	47.49	48.56	49.90
Millwright	47.49	48.56	49.90
Pipefitter	47.49	48.56	49.90
Welder	47.49	48.56	49.90
Maintenance (Dual Ticket)	48.49	49.58	50.94
LABOURER			
	0%	2.0%	2.5%
Δ Labourer 1	31.96	32.60	33.42
Δ Labourer 2	34.27	34.96	35.83
Δ Labourer 3	36.90	37.64	38.58

- * The training periods and consecutive months experience on the job for these classifications are subject to the requirements of the applicable Operator Progression Program.
- ** Classifications are excluded from any established line of progression.
- Δ Classifications are first level in accordance with Article 7.06.
- ◆ Tool Crib Attendant – eliminate current employee in the classification will be grandfathers until they leave the Company or transfer to another position.

(b) Existing Premium Rates

The existing premiums applying thereto shall be as shown in this article.

- i) Maintenance Working Leader – At the discretion of the Supervisor and based upon job complexity, an employee may be asked to lead and coordinate the workers on a particular job. In return, the employee will receive the designated amount more than the rate of the highest rated employee in the group that the employee leads if the total number of people being led is 3 or greater.
- ii) Night shift (Maintenance EDO Worker only) - work required to be performed on scheduled night shifts.
- iii) 12 Hour Continuous Shift – as defined in Article 11
- iv) Special Assignment – Special Assignment is open to all union employees to a job clearly different from their normal job duties. It may involve directly supervising other employees. The company retains the sole discretion to determine if a special assignment will be offered. No employee can be considered for a special assignment until they have worked one year at the said site. The special assignment rate will only be paid while performing special assignment work. Management will select the most suitable candidate based on identified criteria for the assignment. Management will make every effort to equitably distribute special assignments among suitable candidates within the department. Any special assignment must have union approval prior to assignment
- v) Planner Assignment – The work site will support “planner” assignments which are normally millwright, pipefitter, instrument/electrical planner assignment. The numbers may vary depending on demand and workload. Those persons assigned to the planner assignment will be paid out at as per premium table and this premium will only apply for when working in this assignment. Management will select the most suitable candidate for the assignment inside of the criteria listed below. Must be a Mechanic “A” with the qualifications required by the planning role. Must have 1 year of service within the plant to qualify. Must be on cell phone rotation. There will also be the expectation that when required (e.g. resource limited periods as well as turnarounds) the individual will go back on the tools are Mechanic “A” rate. The term will be between 2-4 years unless otherwise agreed upon by the parties.
- vi) Cell Phone - Employees will follow the current cell phone policy (as from time to time amended) and will do so as assigned.

- vii) Advanced First Aid – Number of employees will be based on OHS requirements. For those employees that obtain their Advanced First Aid certification will receive \$2080.00 on first pay in January. The required compensation will be pro-rated for the year.

	2016	2017	2018
Premiums	0%	2.0%	2.5%
Maintenance Working Leader Premiums	2.58	2.63	2.70
Night Shift	2.93	2.99	3.06
12 hour Continuous Shifts	1.81	1.85	1.90
Special Assignment	4.75	4.85	4.97
Cell Phone	3.44	3.51	3.60
Planner Assignment	4.75	4.85	4.97

6.02 Change of Classification

The classification of the employees shall be done by the Company. While an employee may at any time discuss the employee's classification with the employee's first line 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.

6.03 Payment for work in a Higher or Lower paid Classification

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 7 – SENIORITY

7.01 Probationary Period

An employee shall acquire seniority status after the employee has been in the employ of the Company at the Edmonton Site for a probationary period of seven hundred and twenty (720) working hours excluding overtime.

7.02 Seniority Calculated

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 within the bargaining unit. In the case of two or more employees commencing employment on the same day, seniority will be decided by a draw on the first day of work.

7.03 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.

7.04 Transfer Outside the Bargaining Unit

- (a) 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.
- (b) Persons accepting a promotion or transfer to a permanent position outside of the bargaining unit may revert at their request to their former classification, and have their seniority restored when re-employed to their former position in the bargaining unit, provided they have not been outside the bargaining unit for more than ninety (90) consecutive calendar days.

7.05 Seniority Layoff Procedures

Departmental 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 second level classification within a department provided the senior employee is as well qualified as other employees.

For the purpose of this agreement all occupational classifications in 6.01(a) Hourly Rates which are preceded by a delta (Δ) shall be first level classifications. All other occupational classifications shall be second level classifications.

- (a) 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 second level classification 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 first level 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 7.07 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.

7.06 Layoff Implementation Procedures

In recognition of the responsibility of management for the efficient and safe operations of the Edmonton 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 Article 7, the Company will provide the union and employees with as much notice as practical 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, layoff shall be made in the reverse order of departmental seniority with respect to second level classifications provided the senior employee, within the department, possesses equivalent or better qualifications than the incumbent.

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

When an employee in a first and/or second level classification is displaced from their current classification, the employee shall be given the opportunity to bump another employee with less seniority in that classification provided the employee had 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 first level (delta) classifications and the progression requirements as outlined in Article

7.05 (d). The Company shall not be unreasonable and agrees to advise the Union of the reasons for its decision.

- (d) For the purpose of layoff and bumping only, an employee in a first level (Δ) classification laid off from their employing department will be given the opportunity of displacing, on a Site basis, an employee with less seniority in the following classifications only:

Compounding Operator I (S)	*Extrusion Operator PO (S)
Compounding Operator I	* Extrusion Operator PO1
Packer FPO1 (S)	*5R Extrusion Operator (S)
Packer FPO1	*5R Extrusion Operator I
Labourer 1,2,3	Stores Person (s), I, II, III, IV

* A maximum of four (4) Extrusion Operators from each of Polymers South and North. provided the employee has the required competencies and meets the progression requirements as outlined in Article 7.05(d) within the department to perform the work assigned productively .

If said employee bumps into one of the designated positions listed above, has the required competencies to perform the work assigned and the familiarization period was provided, but whose performance is deemed by management to be unacceptable following completion of the ninety (90) days familiarization period, they will be laid-off and will be eligible for recall or severance.

Subject to the foregoing all employees who bump into another position shall have up to ninety (90) days to familiarize themselves with the new job.

- (e) Prior to a permanent layoff, probationary and part time employees shall be terminated first, provided there are available remaining employees qualified to perform the required work of those displaced.
- (f) A laid-off employee must notify the Company in writing of their intention to exercise bumping rights or may request a severance payment as outlined in Article 7 within seven (7) consecutive calendar days of the Company’s notice of layoff. If the severance option is elected, the employee permanently terminates employment with the Company and forfeits all recall rights.
- (g) In the event an employee is laid-off from Celanese EVA Polymers Inc. the Company will provide continued coverage of benefits for a period of sixty (60) consecutive calendar days from the date of the lay-off. The benefits provided are as follows:
 - i) Employee, Spousal and Dependent Life Insurance
 - ii) Core Health Option 1 Coverage
 - iii) Core Dental Option 1 Coverage
 - iv) AD&D and Out of Country

- (h) An employee affected by a reduction in workforce and bumps into a lower rated classification will retain his rate of pay prior to the bumping for a period of three (3) months.
- (i) 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.
- (j) 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.

7.07 Severance

Notwithstanding any of the foregoing, in the event of a permanent layoff, following the bumping as per Article 7, a person whose employment is permanently terminated by the Company shall receive the severance allowance provided all obligations to continue to be regularly at work until the specific date of the layoff are fulfilled.

The amount of severance payment shall be an amount equals to two (2) week's 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.

7.08 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 Article 7.01 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 second 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 first 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 7.08.
 - (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 within five (5) days (excluding Saturdays, Sundays, and those holidays specified in Article 19.01 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 7.08.
 - (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 7.08. If no such qualified former employee is available the vacant position will be filled by other candidates for employment.
 - (e) When an employee declines a permanent recall into the same full-time position that he/she was laid off from, for reasons other than disability, as substantiated by the Company's Medical Director or designate and Disability Case Manager, the employee shall be deemed to have resigned from the Company, removed from the recall list, and will receive the appropriate severance allowance.

When an employee declines two (2) permanent recalls into any full-time position, for reasons other than disability, as substantiated by the Company's Medical Director or designate and Disability Case Manager, the employee shall be deemed to have resigned from the Company, removed from the recall list, and will receive the appropriate severance allowance.

- (f) Notwithstanding 7.08 (e) 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 their position on the recall list if they reject a temporary or term appointment.

If a laid off employee accepts an offer of term employment and is subsequently returned to layoff, the employee shall resume the 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 as temporary employee.

If a laid off employee accepts an offer of employment 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, the employee shall restart the one year recall position on the recall list.

- (g) The Company agrees to post a notice at the said Site for a period of five (5) consecutive calendar days before permanently filling any vacancy in a classification in 6.01 (a) or a new classification established by the Company which is to be included in 6.01 (a) 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.

7.09 Changes to Seniority List

The Company agrees to alter the seniority list from time to time 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 consultation with the Union.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Definition of Grievance

- (a) Grievance as used in this Agreement is any dispute, complaint, disagreement that involves the interpretation or application of the articles of this Agreement. Differences shall be redressed in the following manner:
- (b) Nothing in this agreement shall be deemed to take away the right of an individual employee to present any personal grievance to the Company.
- (c) While an employee may discuss a grievance with the employee's first line supervisor at any time, a request for retroactive adjustment need not be entertained by the Company unless the grievance is presented within thirty (30) days of the date of the incident which gave rise to the grievance.

8.02 Grievance Steps

Step 1: An employee and Union representative if appropriate shall discuss the matter in dispute directly with the immediate first line supervisor of the employee's department in an effort to resolve the matter prior to filing a formal grievance. The employee may, if desired, be accompanied and assisted by an elected Steward, take up the matter with the first line supervisor.

Step 2: Within two (2) scheduled working days of the Step 1 meeting, the immediate Supervisor is obliged to provide a response to the aggrieved employee. All

formal grievances shall be in writing on forms provided by the Company. The aggrieved employee shall state clearly and concisely all facts which form the basis of the grievance, and identify the specific articles of the agreement that are alleged to have been violated. The formal grievance shall be dated and signed by the aggrieved employee and/or employees and the steward. If the matter remains unresolved, a formal grievance may be filed with copies to the immediate supervisor and Human Resources (Issue Grievance Number). Failure to register the formal written grievance within five (5) working days, following the Step 1 meeting, shall mean that the matter at issue is deemed to have been settled.

Step 3: In the event the matter at issue remains un-settled to the satisfaction of the aggrieved employee a formal written grievance will be filed with the Department Manager or designate with appropriate copies as prescribed in this procedure. Upon receipt of the formal written grievance by the Department Manager, a formal grievance hearing shall be convened within seven (7) scheduled working days of receipt of Step 2. The Step 3 grievance hearing shall include the aggrieved employee, the designated steward, the department manager and a human resources representative. A formal written response by the Company will be provided to the aggrieved employee, with a copy to the Union and designated Steward, within five (5) scheduled working days following the Step 3 grievance meeting. In the event the matter at issue remains unsettled the grievance will advance to Step 4. The Department Manager must be informed within two (2) scheduled working days of the receipt of the Company's response, of the Union's intention to advance the grievance to the next stage or it will be deemed to have been resolved or abandoned.

Step 4: Upon failure to reach a resolution of the grievance, the whole matter shall be referred in writing to the Manager Human Resources or designate, including all previous documentation on the matter at issue within five (5) scheduled working days following receipt by the Union of the Company's Step 3 response. Upon receipt of the Step 3 grievance a formal grievance hearing shall be convened at a mutually acceptable time but within no more than ten (10) scheduled working days following receipt of the grievance at this stage. The Step 4 grievance hearing will include the Department Manager, Human Resources Manager, designated union representative(s) and any other individual the parties deem relevant to the grievance.

The decision of the Company shall be communicated in writing to the Grievance Committee within seven (7) scheduled working days from the date of the Step 4 hearing. A decision arrived at by agreement between the Company and the Grievance Committee with respect to any grievance shall be made in writing and shall be final and binding upon the Company and the Union. In the event that the Grievance Committee fails to notify the Company

of its assessment of the extent to which the grievance has been resolved within two (2) scheduled working days from the receipt of the response, the grievance will be deemed to have been resolved or abandoned.

8.03 Grievance Time Limits

- (a) Any difference between the Company and the Union involving an alleged violation of any article of this agreement which directly affects the interests of the Union or the Company as a party to this agreement may be filed as a grievance in writing by either party. Any such grievance so submitted shall if initiated by the Union be signed by the President, or the President's appointee of the Celanese EVA Polymers unit of Local 21A or if initiated by the Company shall be signed by the Site Director or the Site Director appointee. The written grievance shall state the matter at issue, the grounds on which the violation of the agreement is alleged to have occurred, the specific clause or clauses relied upon and the nature of the relief or remedy sought.
- (b) The Company and the Grievance Committee shall meet to discuss the grievance at a time to be mutually agreed upon which shall not be later than twelve (12) days following the date the grievance is submitted in writing. It is understood that a representative of UNIFOR Local 21 –A may be in attendance at such meetings. All decisions arrived at by agreement between the Company and the Grievance Committee with respect to any grievance involving a direct difference between the Company and the Union shall be made in writing and shall be final and binding on both parties. In the event of failure to reach agreement the party to whom the matter was submitted shall confirm its decision in writing to the other party within ten (10) days.
- (c) While a grievance concerning a direct difference between the Company and the Union may be discussed at any time, a request for retroactive adjustment need not be entertained by the party to whom the grievance is submitted unless the grievance is presented in writing within thirty (30) days of the date of the incident which gave rise to the grievance. This type of grievance (Policy) shall be heard at Step 4 if mutual agreement between the Union President and the said sites Human Resource Manager is reached.
- (d) Unless either party to a grievance processes it within the time limits set forth in this Article 8 the grievance shall be deemed to have been conceded.
- (e) The time limits specified in this Article 8.01 shall be deemed to be exclusive of Saturdays, Sundays, and those holidays described in Article 19.01 of this agreement. They refer to the scheduled working days of the aggrieved party.

ARTICLE 9 - ARBITRATION

9.01 Referral to Arbitration

Failing a satisfactory settlement of a grievance at Step 4 of the grievance procedure, either party may request that the matter be referred to a Board of Arbitration. Such notification must be made in writing, within thirty five (35) consecutive calendar days of receiving the response at Step 4. Time limits may be extended by mutual agreement. It is agreed that a grievance that is not submitted to arbitration in accordance with the time limit set forth in Article 9.01 shall be deemed to have been abandoned.

9.02 Single Arbitrator or Arbitration Board

- (a) If mutually agreed to between the parties the Board of Arbitration shall consist of a single arbitrator designated by the Company and the Union who shall act as the Board of Arbitration.
 - i) Failing agreement on the selection of a Single Arbitrator within fourteen (14) calendar days, the matter shall be referred to the Government who shall appoint the Arbitrator.

- (b) In the event the parties do not agree to use the Single Arbitrator within seven (7) calendar days then by the default the parties agree to use a Board of Arbitration.
 - i) Within ten (10) days after the date in (b) above, the party initiating arbitration shall notify the other party of the name of its representative on the arbitration board and the other party shall appoint its representative within ten (10) days of receipt of this notification.
 - ii) In the event that either party shall fail to appoint a representative to the arbitration board within the delay provided, the other party may request the Minister of Labour of the Province of Alberta to appoint a representative on behalf of the defaulting party.
 - iii) When the representatives have been appointed they shall meet forthwith to choose a chairperson, who with the two (2) representatives shall constitute the arbitration board.
 - iv) Should the representatives fail within five (5) days to agree on a chairperson, the Minister of Labour of Alberta may be requested by the representatives or either of them to appoint a person who shall be chairperson of the arbitration board.
 - v) After the arbitration board has been formed by the foregoing procedure, it shall meet with all members present and hear the evidence of both parties and render a decision within sixty (60) days after the completion of taking evidence.

9.03 Conflicts

No person involved directly in the controversy under consideration shall be an Arbitrator.

9.04 Board of Arbitration Governed by Agreement

The Board of Arbitration shall receive and consider such material evidence and conditions as the Parties may offer. In reaching its decision, the Board of Arbitration shall be governed by the provisions of this Agreement. The Board of Arbitration shall not be vested with the powers to change, modify or alter any of the terms of this agreement.

9.05 Binding Decision

The findings and decision of the Board of Arbitration on all Arbitral questions shall be binding and enforceable on all parties.

9.06 Arbitration Expenses

The expense of the Board Chair or Arbitrator shall be borne equally by the Company and the Union; each party will also be responsible for the costs of their own nominee.

ARTICLE 10 - SAFETY

10.01 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 10.

10.02 Personal Protective Equipment "PPE"

- (a) Such PPE as the Company requires to be worn and other equipment which in the opinion of the Company is necessary to protect the employee from injury shall be provided by the Company.
- (b) The Company will make 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.

10.03 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 co-chairs of Joint Health and Safety Committee duties will include being involved in OH&S inspections based on OH&S requirements. The Joint Health and Safety Committee will work with Celanese management to ensure we maintain OH&S requirements in equipment and workplace standards. 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 is familiar with, each of the following areas:

• Maintenance	• Finishing Department
• Polymers Department - North	• Compounding Department
• Polymers Department – South	• Powerhouse

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

10.04 National Day of Mourning

Each year on April 28th at 11:00 a.m., one minute of silence will be observed in memory of workers killed or injured on the job.

ARTICLE 11 – TWELVE (12) HOUR CONTINUOUS SHIFTS

11.01 Twelve (12) Hour Continuous Shift Scope

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

11.02 Twelve (12) Hour Continuous 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 first line supervisor or department supervisor.

11.03 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 forty (40) hours per week in accordance with the schedules established from time to time for such employees. The Company agrees that employees who worked twelve (12) hour continuous rotating shifts will be given eighteen (18) hours straight time pay once per year in recognition of the extra time they spend handling the shift over to their relief. This straight time pay will be pro-rated for the year.

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

11.04 Twelve (12) Hour Continuous Shift Statutory and Vacation Allowance

- (a) An employee who works on any of the holidays mentioned in 19.01 shall be paid at the rate of double time for all hours worked. However, where the provisions of 19.01(v) of Article 19 would apply to the work if it was not a holiday, the minimum payment and call-out provided in 19.01 (v) of this Article 19 shall apply.
- (b) It is understood that Vacations and Vacation Allowances provided under Article 18 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.

11.05 Twelve (12) Hour Continuous Shift Change Notice Pay

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 reasonable notice of such change has been given to the employee by the Company one (1) calendar week or more prior to the old starting time or the new starting time, whichever is earlier. If an employee is required to work in excess of nine (9) consecutive shifts, the employee will be paid at the rate of double time for the tenth day worked only if it forms a continuation of their 12 hour continuous shift schedule.

11.06 Twelve (12) Hour Continuous Shifts Replacement System

An employee scheduled to work a twelve (12) hour continuous 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 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 practical, the immediate supervisor or the immediate supervisor's delegate will first offer such work to those employees assigned to twelve (12) hour continuous shifts in the same classification who are on scheduled days off. 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 to qualified employees based on seniority within the classification assigned to twelve (12) hour continuous shifts who are on scheduled days off.

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 an employee assigned to twelve (12) hour continuous shifts in the same classification 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.

11.07 Twelve (12) Hour Continuous Shift Doubling Up Clause

An employee shall not be entitled to be paid under more than one clause of Article 5 or 11 unless otherwise specifically provided, and in any event the rate of payment, excluding the minimum payment and call-out provided for in Article 5.03 shall not exceed twice the straight time hourly rate except in respect of work performed on the recognized holidays specified in 19.01, in which case such rate, excluding the call-out and minimum payment provided for in 5.03 but including the holiday allowance, shall not exceed three (3) times the straight time hourly rate.

ARTICLE 12 - EDO SCHEDULE FOR REGULAR MAINTENANCE DAY WORKERS

12.01 EDO Schedule Scope

The following clauses in the collective agreement apply only to employees assigned to work the E.D.O. Schedule.

12.02 EDO Schedule Rest Periods

All employees except those on a continuous shift operation will be granted two ten-minute rest periods, one during the first half of their working day and one during the second half of their working day as assigned by the Company.

12.03 EDO Schedule Hours

For employees assigned to work on the E.D.O. Schedule the normal number of daily hours of work shall be eight and one-half (8 1/2) Monday to Thursday and eight (8) on Friday, for an average of forty (40) hours per week in accordance with the schedule established from time to time for such employees.

12.04 EDO Schedule Statutory and Vacation Pay Structure

- (a) An employee who works on any of the holidays mentioned in 19.01 shall be paid at the rate of double time. Where the provisions of 19.01 (v) of Article 19 would apply to the work if the day was not a holiday, the minimum payment and travelling allowance shall also apply.
- (b) It is understood that Vacations and Vacation Allowances provided under Article 18 to an employee assigned to work the E.D.O. 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.

12.05 EDO Schedule Shift Change Pay

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.

12.06 EDO Scheduling Doubling Up Clause

An employee shall not be entitled to be paid under more than one clause of this Article 5 or 12 unless otherwise specifically provided and in any event the rate of payment, excluding the minimum payment and call-out provided for in Article 5.03 shall not exceed twice the straight time hourly rate except in respect of work performed on the recognized holidays specified in Article 19.01, in which case such rate, excluding the call-out and minimum payment provided for in Article 5.03 but including the holiday allowance, shall not exceed three (3) times the straight time hourly rate.

12.07 Maintenance Sleep Time

The intent of this article is to ensure that those Maintenance employees assigned to regular day work, who are required to work in excess of their normal number of daily hours of work, due to overtime work which forms a continuous period with their regularly scheduled working hours; or who have been called in to perform emergency work, are provided with adequate time off work, without loss of pay, prior to the start of their regularly scheduled hours of work. To this end, the following will apply:

- (a) In the event that an employee is unable to have eight (8) consecutive hours or more of time off from work during the period immediately prior to the commencement of their regularly scheduled hours of work (the period involved is usually 11:30 p.m. of one day to 7:30 a.m. the following day) due to call-in or due to overtime work which continues past 11:30 p.m., the employee will be permitted to report late for work without loss of pay. The amount of time that the employee will be permitted to report late for work will be equivalent to the number of hours worked past 11:30

p.m. the previous day, or the number of hours worked during the period beginning at 11:30 p.m. on the previous day to 7:30 a.m. of such day. The employee will be compensated for these hours at straight time rates of pay.

- (b) In the event that a call-in becomes continuous with the employee's next regularly scheduled hours of work the employee will be permitted to terminate their regular scheduled hours of work earlier than the regularly scheduled finishing time. The amount of time the employee will be permitted to leave early without loss of pay will be equivalent to the number of hours worked during the period of 11:30 p.m. one day to 7:30 a.m. of the following day. The employee will be compensated for these hours at straight time rates of pay. In no case shall such payment exceed eight (8) hours nor shall it be less than one-half (1/2) hour.
- (c) The minimum number of hours for which payment will be made under this article is one-half (1/2) hour. The maximum number of hours for which payment will be made under this procedure is eight (8) hours.
- (d) Employees who report for work following their allotted rest period will be paid the appropriate overtime rates listed in the contract should they work past their regularly scheduled finishing times. However, if an employee takes additional time off over their allotted rest time, the overtime rate will only start after the allotted rest period plus hours worked equals a normal work day.
- (e) Call-out is not considered crediting of hours worked under for this article.
- (f) The employee must notify a member of supervision prior to the employee's departure from the plant that the employee will be exercising their option under this article. Failure to notify a member of supervision will result in loss of payment for rest time.
- (g) If an employee does not take all or part of the rest time to which they are entitled in accordance with the above provisions, they will forfeit either all or part of the rest time pay.
- (h) This article is not applicable when an employee has been notified of scheduled overtime beginning the following day that starts prior to the normal 7:30 a.m. start time (normally not earlier than 5:00 a.m.).

ARTICLE 13 – EIGHT (8) HOUR DAY WORKERS

13.01 Day Worker Schedule Scope

The following clauses in the collective agreement apply only to employees assigned to eight (8) hour day shifts.

13.02 Day Worker Schedule Hours

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.

13.03 Day Worker Schedule Statutory and Vacation Allowance

An employee who works on any of the holidays mentioned in 19.01 shall be paid at the rate of double time. Where the provisions of 19.01 (e) of Article 19 would apply to the work if the day was not a holiday, the minimum payment and travelling allowance shall also apply.

13.04 Day Worker Schedule Shift Change Pay

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.

13.05 Day Worker Schedule Doubling Up

An employee shall not be entitled to be paid under more than one clause of this Article 5 unless otherwise specifically provided, and in any event the rate of payment, excluding the minimum payment and call-out provided for in Article 5.03 shall not exceed twice the straight time hourly rate except in respect of work performed on the recognized holidays specified in Article 19.01, in which case such rate, excluding the call-out and minimum payment provided for in Article 5.03 but including the holiday allowance, shall not exceed three (3) times the straight time hourly rate.

ARTICLE 14 – NOTICES

14.01 Pay Periods Defined

Pay periods are every two (2) weeks starting on a Sunday Morning and ending on a Saturday night subject to circumstances beyond the said site's control.

14.02 Direct Deposit

Employees' pay shall be directly deposited into their bank account the Thursday following the end of each pay period subject to circumstances beyond the said site's control.

ARTICLE 15 – SKILLED TRADES

15.01 Purpose

The purpose of this article is to define skilled trades and all other matters dealing with the skilled trades such as apprenticeships, new technology, planned maintenance, and skilled trades training. All other provisions of the Collective Agreement and all related benefits when applicable shall apply to the Skilled Trades, except as otherwise expressly provided for in this agreement.

15.02 Skilled Trades Classification

Skilled Trades for the purpose of this agreement shall have the following Alberta trades certificate classifications as well as all further Alberta trades certificate as required by the Company: This is the group of trades “ Electrician, Instrument Technician, Millwright, Machinist, Pipefitter and Welder”, that will be recognized to form dual trades.

15.03 Skilled Trades Committee

(a) The parties agree to form a Committee made up of two (2) representatives from Management responsible for Skilled Trades, and up to four (4) Skilled Trades members appointed by the Union, and one of which will be the Skilled Trades Representative. A regular quarterly meeting will be held on the first. At either parties request a meeting will be scheduled within five (5) working days. Committee meetings will include information exchange and discussions on topics related to :

- New Technologies
- Skilled Trades Training
- Upcoming planned work or future installations
- Any outsourcing or subcontracting activities.
- Apprenticeship opportunities based on future attrition and Skilled Trades manpower needs.

(b) Agreed upon minutes will be taken and made available to the committee members. Either party can submit items to the agenda, to be discusses at the monthly meeting, at least one week in advance of the meeting.

15.04 Trades Licences, Certifications, Qualifications and Fees

The company agrees, as deemed appropriate, to continue the current policy of payment of renewal of licences, certifications, qualifications and fess for the Skilled Trades employees listed in Article 15.02 upon presentation of a receipt.

15.05 Apprentices Program

Rates of pay for those employees indentured in an apprenticeship program for trades listed under the classification of Mechanic "A" shown in Article 6.01(a) of this agreement shall be as follows:

4 Year Apprenticeship

Year 1	75% of Mechanic "A" wage rate
Year 2	80% of Mechanic "A" wage rate
Year 3	85% of Mechanic "A" wage rate
Year 4	90% of Mechanic "A" wage rate

An employee who has completed a four (4) year apprenticeship program in a trade and has received the certificate of proficiency for that trade shall receive the Mechanic "A" wage rate. Such rate adjustment shall be made retroactive to the date of completion of the stipulated number of training hours but in no event shall be retroactive beyond three (3) months from the date the employee has successfully passed the trades qualifications examination for the specific trade.

3 Year Apprenticeship

Year 1	75% of Mechanic "A" wage rate
Year 2	80% of Mechanic "A" wage rate
Year 3	85% of Mechanic "A" wage rate

An employee who has completed a three (3) year apprenticeship program in a trade and has received the certificate of proficiency for that trade shall receive the Mechanic "A" wage rate.

ARTICLE 16 – HUMAN RIGHTS, DISCRIMINATION, BULLYING, HARASSMENT and VIOLENCE IN THE WORKPLACE

16.01 Harassment, Discrimination, Bullying and Violence Free Workplace

The Company and Unifor are committed to providing a workplace free of harassment, discrimination, bullying and violence; such actions are prohibited in the workplace.

16.02 Company Policy

- (a) The Union agrees to and supports the Company policy currently in place. The Company agrees to post such policy in places where all employees have access to such policy and to provide a copy of the written policy to each employee no less than once per calendar year and at time of hire.

- (b) The Company agrees to provide the Union and all members with any changes or updates to the existing policy should they appear.

16.03 No Discrimination Due to Union Membership

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.

ARTICLE 17 – DISCIPLINE AND DISCHARGE

17.01 Notice of Discipline

The Company agrees to notify the Union in writing within five (5) 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.

17.02 Disciplines on File

The Company agrees to forward to the Union a copy of any written reprimand placed in an employee's file on or after the effective date of this agreement, except when the employee concerned requests the Company not to do so at the time the reprimand is discussed with the employee.

17.03 Disciplines for Just Cause

Employees who have completed probation shall only be disciplined, suspended, or discharged for just cause.

ARTICLE 18 – VACATIONS

18.01 Vacation Structure

- (a) The vacation year shall be the twelve (12) month period from May 1 of one calendar year to April 30, inclusive, of the following calendar year.
- (b) Notwithstanding the provisions of Article 18 it is understood that should a change be made by the Company during the term of this agreement in the Vacations for Payroll Employees Plan which applies generally throughout the Company and which has the effect of increasing the aggregate level of benefits currently provided, the terms and

conditions of the revised Vacation for Payroll Employees Plan shall apply to employees on the effective date of such revision.

18.02 Vacation Accrual Structure

- (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:

Service completed before May 1st of current year	Length of Vacation
Less than 1 year	One-twelfth of 3 weeks' vacation for each month of service since employment.
Service completed at any time during current calendar year	
1 year but less than 10 years	3 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 paragraph 2 of this Article 18.02 service shall be as defined in the Company's Service Rules.

18.03 Vacation Pay

- (a) 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.
- (b) The vacation allowance may be drawn by the employee on the working day preceding the vacation.

18.04 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 Article 18.02 and 18.03 above. Where the termination of employment is a result of discharge, the terminating employee shall be paid the amount required by law.

18.05 Scheduling Vacation

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. 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.

18.06 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 preceding vacation year in respect of such year and the length of the vacation shall be correspondingly reduced.

18.07 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 Article 18.07(a) and 18.07(b) , a vacation may not be postponed from one vacation year to another and made cumulative, nor may a vacation be waived by an employee and vacation allowance be drawn instead.

ARTICLE 19 – STATUTORY HOLIDAYS

19.01 Recognized Statutory Holidays Defined

Except as otherwise stipulated in this clause, 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

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.

19.02 Eligibility for Recognized Statutory Holidays

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
- (e) if the employee has been employed by the Company for less than thirty (30) consecutive calendar days.

19.03 Pay for Working on Recognized Statutory Holidays

For shift workers, the holidays listed in 19.01 shall be observed on the day that they occur on the calendar. For Article 12 and 13 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 19.01 the day of observance so substituted shall be deemed to be the holiday for the purpose of Article 19. The substituted day shall be mutually agreed upon a minimum of thirty (30) consecutive calendar days prior to the holiday.

ARTICLE 20 - BENEFITS

20.01 Twelve (12) Hour Continuous Shift Benefits

It is agreed that the application of the Employee Benefit Plans, with the exception of Vacations for Payroll Employees Plan shall continue in respect of employees assigned to twelve (12) hour continuous shifts in conformity with their general and current application throughout the Company. It is understood that the benefits provided in any one of such plans to an employee assigned to 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.

20.02 EDO Schedule Benefits

It is agreed that the application of the Employee Benefit Plans, with the exception of Vacations for Payroll Employees Plan shall continue in respect of employees assigned to work the E.D.O. Schedule in conformity with their general and current application throughout the Company. It is understood that the benefits provided in any one of such plans to an employee assigned to work the E.D.O. Schedule shall not exceed those which the employee would have received had the employee been assigned to an eight (8) hour regular day work schedule.

20.03 Day Worker Schedule Benefits

It is agreed that the application of the Employee Benefit Plans, with the exception of Vacations for Payroll Employees Plan, shall continue in respect of the employees in conformity with their general and current application throughout the Company.

ARTICLE 21 – DURATION

21.01 Duration of Agreement

This agreement shall become effective on January 19, 2016 the date of ratification, and shall remain in full force and effect up to and including January 26, 2019.

21.02 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.

21.03 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.

21.04 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.

21.05 Form of Notice

Notices provided in Article 21, shall be in writing and shall be sufficient if sent by mail addressed, if to the Union, to the President Celanese EVA Polymers Inc. unit Unifor Local 21 – A and if to the Company, to the Site Director, Celanese EVA Polymers Inc.

LETTER OF UNDERSTANDING

Pension and Benefit Plans:

The parties have agreed to the following in this Letter of Understanding. During the term of the Collective Agreement, or any extension provide by legislation, unless changes are mandated by regulations, legislation, a signed written agreement between the parties or a competent government authority, the Company agrees that it will maintain and continue without change:

- The Company's contributions to the Defined Contribution Plan and GRRSP; and
- The existing pension formula and costs for the Defined Benefit Pension Plan; and
- Pursuant to the language currently in Articles 18.01(b), 20.01, 20.02, 20.03 and 7.06 (g), the level of group healthcare coverage covered under this agreement and any other existing healthcare plans.

The Company will supply the Local Union President a letter confirming and outlining all of the current levels and amounts of coverages of all plans and benefits within five (5) days of ratification of the Collective Agreement.

IN WITNESS WHEREOF, we, the undersigned, have as the accredited representatives of the respective parties to this Memorandum of Agreement here unto set our signature this 7th day of December, 2016 at Edmonton, Alberta:

For the Company:

For the Union:

Roger Page
Site Director

Mike Kapalka
President, Unifor Local 21-A

Darcy Pacholok
HRBP

Tim Batt
1st Vice President, Unifor Local 21-A

Denise Hughes
HRBP

Brock Beraskin
2nd Vice President, Unifor Local 21-A

Dave Rozak
Maintenance Manager

Jim Park
Secretary Treasurer, Unifor Local 21-A

Carl Watkins
Operations Manager

Andrew Jamieson
Chief Steward, Unifor Local 21-A

Pav Dhuga
Utilities & F&C Manager

Dreytan Pierce
Committee Member, Unifor Local 21-A

Todd Romanow
Unifor National Representative