

## MEMORANDUM OF AGREEMENT

Entered into in quintuplicate as of the 28th day of March, 2016.

BY AND BETWEEN:

**E. I. du Pont Canada Company**, hereinafter called the "Company"

and

**Kingston Independent Nylon Workers Union, Kingston, Ontario**,  
hereinafter called the "Union".

WITNESSETH THAT:

The parties hereto have agreed as follows:

### ARTICLE I - SCOPE

- (a) In this agreement.
  - (i) "said Site" means the Company's Research and Development Centre located in the City of Kingston, County of Frontenac in Ontario, known as it's Kingston Site.
  - (ii) "employee" means anyone employed by the Company at the said Site who is paid at an hourly rate, save and except office staff, guards, supervisors, and persons above the rank of supervisors.
- (b) This agreement covers all employees as herein defined.
- (c) For purposes of clarification the parties recognize that this agreement applies to Kingston Site employees assigned to the Company's Customer Technical Centre and Research Centre located in the City of Kingston.

### ARTICLE II - RECOGNITION

- (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, benefits, hours of work, seniority, grievance procedure and such other working conditions as are included in this agreement.
- (b) The Union recognizes the right of the Company:
  - (i) to manage the said Site and to direct the working forces including the right to hire, promote, transfer or classify any employee and to demote, discipline, suspend or terminate the employment of any employee for any justifiable reason. Justifiable reason for the termination of employment of any employee who has not achieved seniority status shall be determined by the Company. Such determination shall not be made in bad faith or in an arbitrary manner;
  - (ii) to change hours of work, determine or change work assignments or methods, classify new occupations and select the materials to be handled, processed or manufactured;
  - (iii) to make and alter from time to time rules and regulations, not inconsistent with this agreement to be observed by the employees.

### ARTICLE III - CO-OPERATION

- (a) Recognizing that the general standard of living can be raised only through increased productivity and that in most respects the best interests of the Company and its employees are synonymous, the Union pledges itself to co-operate fully with the Company to improve Research and Development operations, increase efficiency, promote safety and to develop good work habits among employees.
- (b)
  - (i) It is agreed that the application of the Industrial Relations Plans shall continue in respect of the employees in conformity with their general application throughout the Company.
  - (ii) It is further agreed that while the Company reserves the right to discontinue or amend any Industrial Relations Plan, no such discontinuance or amendment which will have the effect of terminating or reducing in the aggregate the benefits provided under any such Plan shall be effective, except as otherwise provided in any such Plan and as per the documented notice provided for in said Plan. No such notice shall be required, however, if such discontinuance or amendment results directly or indirectly from any governmental action which either:
    - (a) requires the Company to effect such discontinuance or amendment, or
    - (b) provides a benefit or benefits which when considered together with the results of the Company's actual or proposed discontinuance or amendment does not in the aggregate occasion any loss or reduction of benefits to the employees.
- (c) 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..
- (d) The Company agrees that it will not cause or sanction a lockout during the term of this agreement.
- (e) The Company agrees that the Union may distribute notices in the said Site via the Company email system provided that such notices have been individually approved in writing by the Company.

The Union agrees that it will not distribute or post any pamphlets, advertising or political matter, cards, notices or any kind of literature, within the said Site or its appurtenances except as provided in this agreement.
- (f) Members of the Union not exceeding ten (10) in number on any one day may be granted occasional leave of absence without pay for the purpose of attending normal functions of the said Union such as steward, executive, or general meetings and training courses.
- (g) During the term of this agreement the Company will deduct the amount of the regular Union membership dues from the wages of each employee.

The Company shall remit to a recognized Canadian financial institution duly designated from time to time by the Union, for deposit to the Union's account, the total of all amounts so deducted not later than ten (10) days after the deduction has been made. The Company will at the same time forward a list of all employees from whose wages such deductions have been made and a list of the changes to the deduction list since the last payment to the Union.
- (h) There shall be no discrimination, intimidation, interference, restraint, coercion, or 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.
- (i) No one shall conduct Union activities at the said Site during working hours except as specifically permitted in this agreement.

- (j) During a new or rehired employee's induction the Company agrees to permit the Union reasonable time for discussion with the employee.
- (k) The Company agrees to implement a system whereby vacancies in the "Science & Technology Technician I" classification in Schedule "A" are communicated via email to all site employees. Employees will be provided not less than fourteen (14) days to apply for the posted position. The Company further agrees to inform the Union concerning the content of each notice prior to posting, and to inform a committee of the Union forty-eight (48) hours in advance of the announcement of selection to fill such vacancies.

#### **ARTICLE IV - REPRESENTATION**

- (a) The Company agrees to recognize two (2) stewards, one of whom shall be the Chief Steward, to represent all members of the bargaining unit. The Union shall notify the Company in writing of the names of the stewards and of the Chief Steward. A steward will be allowed to leave his/her duties for a reasonable length of time to investigate and settle grievances in his/her group without loss of time or pay provided that he/she obtains prior authorization from his/her supervisor. A member of the Union Bargaining Committee will be allowed to leave his/her duties for a reasonable length of time to prepare for Step 3 of the grievance procedure without loss of time or pay provided that he/she obtains prior authorization from his/her supervisor.
- (b) The Company agrees to recognize a Union Bargaining Committee composed of not more than two (2) employees.

The Union Bargaining Committee shall have the right of meeting the appointed representative or representatives of the Company at a predetermined date and time, normally once every month. Members who happen to be on duty shall be paid straight time for that part of their regularly scheduled working hours devoted to attendance at such meetings held on Company property.

#### **ARTICLE V - HOURS OF WORK**

- (a) The normal number of daily hours of work shall be eight (8), ten (10), or twelve (12), or a combination thereof, in accordance with schedules established from time to time and in alignment with any documented averaging period. It is understood that the day of rest shall be Sunday for day workers.
- (b) 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.
- (c) It is understood that employees shall be at their work place and ready to assume their duties at the commencement of their working day.
- (d) The Company undertakes to communicate to the steward of the group any change proposed by the Company in work assignments or in the hours of work which affects the majority of employees in such group, before the change becomes effective.
- (e) The Company shall schedule one (1) rest period of ten (10) minutes' duration in each half of the working day, or grant refreshment privileges
- (f) Day workers shall be granted a five (5) minute wash-up period before their luncheon period. A period of five (5) minutes before the end of their working day shall be granted as needed for the purpose of putting away tools, cleaning work benches, making out time report sheets and washing up. Employees engaged in unusually dirty work may be allowed extra washing time, at the discretion of their supervisor.

## ARTICLE VI - OVERTIME AND OTHER ALLOWANCES

- (a) Employees shall be paid at the rate of time and one-half for work required to be performed in excess of the normal number of daily hours of work in any one day or in any continuous period, provided however, that they shall be paid at the rate of double time, instead of at the rate of time and one-half, for all hours worked in excess of four (4) hours beyond the normal number of daily hours of work in any one day or in any continuous period.
- (b) Employees shall be paid at the rate of double time for work required to be performed on their regularly assigned day of rest. They shall be paid at the rate of time and one-half for work required to be performed on their extra day of rest, provided however, that they shall be paid at the rate of double time instead of at the rate of time and one-half, for all hours worked in excess of four (4) hours beyond the normal number of daily hours of work on that day or in any continuous period.

It is understood that when an employee works seven consecutive days or eight consecutive days, none of which is a day of rest, according to schedules established from time to time and is further required to work on the next following day, namely the eighth day or the ninth day as the case may be, then such eighth or ninth day will be deemed to be his/her regularly assigned day of rest.

- (c) An employee shall, subject to the second paragraph of this clause, be paid an amount equivalent to eight (8) hours' pay at his/her straight time hourly rate for the following holidays whether or not he/she works on such holidays: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day (July 1), Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and 26th December.

In recognition of the Monday of the School Winter Holidays and the Third Friday in July, an employee shall be allowed to take an additional two days off as "paid recognized holidays" or as "vacation", commonly called "floaters", at their personal discretion and subject to approval of the Company, to be taken in blocks of eight (8) hours.

However, employees shall not be entitled to be so paid:

- (i) if they do not work on such holidays when they are required or scheduled to do so. Notwithstanding the foregoing, they shall be entitled to be so paid when leave of absence has been granted for disability, jury duty or bereavement.
  - (ii) if they are absent without good cause on the scheduled working day immediately preceding or succeeding such holiday.
  - (iii) if they are absent for any reason on both the scheduled working days immediately preceding and succeeding such holidays. Notwithstanding the foregoing, they shall be entitled to be so paid if such absence is due to their scheduled vacation or when leave of absence has been granted for disability, jury duty or bereavement.
  - (iv) if such holiday occurs while they are on leave of absence, subject to the same exceptions as set out in subsection (iii) above.
- (d) An employee who works on any of the holidays mentioned in clause ( c ) shall be paid in addition thereto at the rate of double time for all hours worked on that day or in any continuous period.
- (e) If another day is substituted by statute or municipal proclamation or by mutual agreement between the parties for the observance of any of the holidays listed in clause (c) the day of observance so substituted shall be deemed to be the holiday for the purpose of this Article VI.
- (f) If employees are required by the Company to report to the said Site to perform work at other than their regularly scheduled working hours, they shall be paid a minimum amount equivalent to pay for three (3) hours at their applicable overtime rate if their pay for the performance of such work is less than this amount, except when such work forms a continuous period with their regularly scheduled working hours, in which case no minimum shall apply. If they are

entitled to the payment provided in clause (c), this minimum amount shall be paid in addition thereto for the performance of such work on a holiday.

If employees are required by the Company to report to the said Site to perform work at other than their regularly scheduled working hours, they shall be paid at the rate of time and one-half for all hours worked at other than their regularly scheduled working hours, provided however, that they shall be paid at the rate of double time instead of at the rate of time and one-half for all hours worked in excess of four (4) hours beyond the normal number of daily hours of work on that day or in any continuous period. In any event, they shall be paid at the straight time rate only, for regularly scheduled hours worked. When an employee is sent home by the Company during his/her regularly scheduled working hours to return later that day, premium rates under this provision shall be calculated as if he/she had completed his/her normal number of daily hours.

- (g) If employees are required by the Company to report to the said Site on less than twenty-four (24) hours' notice to perform work at other than their regularly scheduled working hours, the Company will provide transportation to the said Site for those employees or will pay them one (1) hour's pay at their straight time rate. If they are entitled to payment under the provisions of clause (a), (b), (d), or (f), this travelling allowance shall be paid in addition thereto.
- (h) If an employee reports for work when scheduled to do so without having been previously notified not to report he/she shall be provided three (3) hours' work at his/her straight time rate or, in lieu thereof, shall receive three (3) hours' pay at this straight time rate, provided however, that the employee shall not be entitled to such work or such pay:
  - (i) if the failure to provide work is due to circumstances beyond the control of the Company.
  - (ii) if the employee has not provided the Company with his/her correct Telephone number or cannot be reached at that number.
- (i) Whenever an employee's schedule is changed by the Company so as to result in regularly scheduled working hours with new starting and finishing times, the employee shall be paid at the rate of time and one-half for work performed during his/her first working day following such change unless fifty-four (54) or more hours' notice prior to the commencement of the calendar week of the employee's new schedule in which the change occurs has been given to him/her by the Company, provided however, that he/she shall be paid at the rate of double time instead of at the rate of time and one-half, for all hours worked in excess of four (4) hours beyond the normal number of daily hours of work in any one day or in any continuous period.
- (j) Notwithstanding the foregoing provisions of this Article VI an employee shall not be paid at the rate of time and one-half, or double time as the case may be, for overtime work if such overtime work, with the permission of the supervisor, is performed by the employee at his/her own request or by special arrangement with another or other employees who may wish to change or exchange working hours.
- (k) For the purpose of establishing which shift crew employees, regularly scheduled to work on Sunday, shall receive Sunday premium and the premium pay for work performed on the holidays shown in clause (c) of this Article VI, the day shall extend from midnight to midnight for employees assigned to schedules with normal eight-hour days and from 2000 hours on one day to 2000 hours on the next day for employees assigned to schedules with normal twelve-hour days. But for all other purposes any day shall be deemed to be a twenty-four hour period as shown in schedules established from time to time.
- (l) When hours of work which are paid at a premium rate under the provisions of this Article continue without interruption into a second day, such hours in the second day up to the starting time of an employee's regularly scheduled working hours will be treated for the purposes of applying provisions of this Article as if they had occurred in the previous day.
- (m) An employee shall not be entitled to be paid under more than one clause of this Article, unless otherwise specifically provided, and in any event the rate of payment including holiday and other allowances but excluding the minimum

payment and travelling allowances provided in clauses (f) and (g) shall not exceed three (3) times the straight time hourly rate.

- (n) An overtime meal allowance up to the value of \$10.00 shall be provided in accordance with an Overtime Meal Allowance Procedure.

## **ARTICLE VII - WAGES - CLASSIFICATION**

- (a) The classification of all occupations and the wage rates appear in Schedule "A" attached hereto, which is made part of this agreement and is signed for identification by the parties hereto. It is agreed that when a new classification is created or an existing classification is substantially changed by the Company, the Company will discuss the change with the Union.
- (b) While an employee may at any time discuss his/her classification with his/her 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) days following the date of the classification or of the change in classification to which such employee objects.
- (c) A successful applicant for promotion, whose appointment is delayed because of the needs of the Company, and whose place is taken by another employee, will be credited with time and experience, and receive any applicable higher wage rate, as if their place had not been taken.

## **ARTICLE VIII - SENIORITY**

- (a) An employee, other than anyone hired and designated as temporary, shall acquire seniority status after he/she has been in the employ of the Company for a probationary period of three hundred and sixty-five (365) cumulative days. It is understood that in cases of absence beyond ten (10) consecutive days, the Company may extend the probationary period by the total number of consecutive days absent.
- (b) Seniority shall govern on all occasions when:
  - (i) a lay-off which the Company expects to remain in effect for more than one (1) week occurs provided employees are sufficiently qualified. Sufficiently qualified shall be deemed to mean that the employee is qualified to perform the normal duties of the job. In the event of a workforce reduction, employees designated as temporary will be terminated before any regular employee.
  - (ii) a transfer or a promotion to a classification included in Schedule "A" which the Company expects to remain in effect for more than thirty (30) days occurs, provided however, that the senior employee has qualifications equal to or better than those of other employees. If any such temporary lay-off, transfer or promotion should subsequently become permanent, or exceed the stipulated time limits, the provisions of this clause (b) shall apply immediately but such application shall be without retroactive effect.
- (c) For the purpose of this Agreement, seniority shall be calculated from the date an employee first enters the bargaining unit under this Collective Agreement with the Company or its predecessor. Employees who leave the bargaining unit, for any reason, shall maintain and continue to accumulate seniority for the total period of their subsequent employment with the Company or its predecessor. An employee's seniority shall be lost upon termination of employment, except that an employee's lost seniority shall be restored upon re-employment if such termination was due to lay-off, provided the lapse of time between the date of termination for such reason and the date of re-employment does not exceed eighteen (18) months. This paragraph shall not apply to anyone hired and designated as temporary.

An employee, other than anyone hired and designated as temporary, who is laid off for two (2) weeks or less as the result of a lay-off which the Company expects to remain in effect for two (2) weeks or less, will be credited with seniority for such period upon return to work from such lay-off.

- (d) When an employee who has been in a classification for twenty-six (26) or more consecutive weeks is regressed to a lower classification due to lack of work, he/she will be given four (4) weeks' notice of such regression or paid at the rate of the higher classification in lieu of such notice.
- (e) When employment offers are made, former employees whose employment with the Company was terminated during the preceding eighteen (18) months due to lay-off and who are qualified for the job or jobs available shall be offered employment on the basis of seniority accumulated prior to termination. Any person being re-employed under this clause shall not be designated as temporary. The Company shall be under no obligation to re-employ such a former employee unless he/she has filed his/her current address and telephone number with the Company for this purpose, can be reached when the opportunity for employment arises and is available for work when his/her services are required.  
  
In the event that a former employee fails to accept re-employment, other than of a temporary nature, the Company may consider that he/she no longer wishes to be re-employed.
- (f) The Company agrees to post seniority lists showing the seniority status of each employee and to furnish a copy of such lists to the Union.
- (g) The Company agrees to alter the seniority lists 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 IX - SEVERANCE PAY**

- (a) An employee who has one (1) year or more of seniority shall be paid severance pay each time his/her employment is terminated due to lack of work, except that such pay will not be paid when employment is terminated:
  - (i) due to lack of work for a period which the Company expects to last not more than fourteen (14) days;
  - (ii) due to circumstances beyond the direct control of the Company including, without limitation, fire, flood, power failure or hostile acts of foreign governments, or to strike or other labour dispute whether or not the Company is directly involved, transportation difficulties, material shortages and the like, or regulations or controls established by any governmental authority; or
  - (iii) without the employee having been re-employed for a continuous period of at least nine (9) months following a previous termination, except that if severance pay in weekly installments upon such previous termination was discontinued as a result of such re-employment, the severance pay to which the employee was previously entitled will be resumed upon the subsequent termination.
- (b) It is understood that severance pay will not be paid to an employee when:
  - (i) the termination is for any reason other than lack of work;
  - (ii) the employee accepts employment at any Company location, or with an affiliated company, before termination becomes effective;
  - (iii) the employee is offered employment with a successor company at the same location before termination becomes effective;
  - (iv) the employee becomes a pensioner;
  - (v) the employee resigns, even in anticipation of termination;
  - (vi) the employee elects termination in lieu of demotion, promotion, transfer or any change in status. Notwithstanding the foregoing, an employee in the classifications of Maintenance Technician I or Maintenance Technician II who is demoted due to lack of work, will be given the option of being terminated by the Company due to lack of work.

- (c) The amount of an employee's severance pay, subject to the foregoing provisions of this Article, shall be:
- (i) one (1) week's pay for each of the first five (5) years of seniority
  - (ii) two (2) week's pay for each year of seniority over five (5) reduced by the amount of any severance pay previously paid by the Company for seniority of over five (5) years.
  - (iii) The amount of severance pay payable in each case of termination shall be limited to sixty-five (65) weeks' pay. Partial years, after the first full year, shall be computed to the nearest full month, including the month in which employment is terminated if the employee has accumulated fifteen (15) or more days of seniority in that month, and the rate of one-twelfth (1/12) of one (1) or two (2) weeks' pay as the case may be, shall be applicable for each such month.

For severance pay purposes a week's pay shall be equal to the employee's current straight time hourly rate multiplied by the number of hours, not to exceed forty (40), constituting the employee's normal number of weekly hours of work at the said Site at any time of termination, and shall not include overtime or any other premium pay or allowance.

- (d) The Company may elect to pay severance pay in weekly installments or in a lump sum.
- (e) In the event that an individual receiving severance pay is re-employed by the Company, payments thereof shall cease with the payment for the period ending the day immediately preceding the date of re-employment.
- (f) An individual who has received severance pay shall not be required to return any portion of such pay to the Company in the event that they are re-employed.
- (g) When a former employee is offered and refuses re-employment, other than work of a temporary nature, severance pay shall be discontinued.
- (h) In addition to any severance pay to which an employee may be entitled under the provisions of this Article, an employee will also receive written notice of termination of employment or termination pay in lieu of such notice, in accordance with the Ontario Employment Standards Act. In all cases, notice shall not be less than 15 calendar days.

#### **ARTICLE X - SAFETY AND HEALTH**

- (a) The Company will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. Such protective devices 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) Whenever the Company recommends to the employees for their better protection the use of additional personal safety equipment which it does not supply free of charge, it will make such equipment available to employees at cost, except that should safety shoes not be stocked by the Company, it will subsidize the purchase of these shoes for the personal use of the purchaser.

The Company will provide a subsidy to a maximum of \$200 per calendar year to be used for the purchase of one or more pairs in each year.

#### **ARTICLE XI - DISCHARGES**

The Company agrees to notify the Union of the reason for the discharge or regression of any employee. Such notice shall be given in writing and emailed to the President of the Union and the Chief Steward within seventy-two (72) hours of the discharge; all such emails will include an automatic receipt notice. Regardless of the foregoing, at the point of discharge, a regular employee may request the presence of a Union Officer or Steward. Any discharge may be discussed as a grievance, provided that the grievance



is submitted in writing within seven (7) days after receipt of notification of discharge by the Union. In the event that an employee is discharged and after subsequent investigation is exonerated and reinstated he/she shall be reimbursed for the time lost by reason of such discharge on the basis of his/her normal number of daily hours of work less earnings received from other employers in respect to the period for which he/she is to be reimbursed.

In the event that an employee is discharged and is not exonerated by subsequent investigation, a lesser penalty may be substituted where, in the opinion of an arbitrator, the penalty of discharge is considered to be inappropriate.

## **ARTICLE XII - GRIEVANCE PROCEDURE**

- (a) Any dispute, grievance or misunderstanding (hereinafter called "grievance") involving occupational classification, wages, the Industrial Relations Plans, seniority, hours of work or other working conditions which any employee or group of employees may desire to discuss and adjust with the Company, shall be handled in accordance with the provisions of this Article.
- (b) While an employee may discuss a grievance with his/her supervisor at any time, a request for retroactive adjustment need not be entertained by the Company unless the grievance is presented in writing within thirty (30) days of the date of the incident which gave rise to the grievance. Any grievance shall be deemed to have been withdrawn if, after a written decision has been given at either step 1 or step 2, more than thirty (30) days have elapsed before the grievance is carried to the next step.
- (c) The employee shall first take up his/her grievance directly with the supervisor of his/her department. If the matter is not resolved by the supervisor, it shall be handled as follows:

### **Step 1**

The employee may report the matter to the steward designated to represent his/her group, who, together with the employee may take up the matter with the supervisor and shall at the same time present to the supervisor a written summary of the grievance. If the written decision of the supervisor does not settle the matter to the satisfaction of the employee or three (3) regularly scheduled working days of the employee have elapsed since the grievance was submitted under the provisions of this step, the employee and the steward may:

### **Step 2**

Submit the grievance to the appropriate Manager or his/her appointee. If the written decision of the Manager or appointee does not settle the matter to the satisfaction of the employee or fourteen (14) days have elapsed since the grievance was submitted under the provisions of this step, the steward may:

### **Step 3**

Submit the grievance in writing to the Union Bargaining Committee which may bring the matter to the attention of the Site Manager by presenting to him/her or his/her appointee the written statement of the grievance. The Union Bargaining Committee may then discuss the grievance with the Site Manager or appointee at a time to be agreed upon. A grievor may attend the discussion of his/her grievance at the mutual consent of the Company and the Union. If the written decision of the Site Manager or appointee does not settle the matter to the satisfaction of the Union Bargaining Committee or six (6) weeks have elapsed since the grievance was submitted under this step, the provisions of Article XIII may be invoked.

- (d) All decisions arrived at by agreement between the Site Manager or appointee and the Union Bargaining Committee with respect to any grievance shall be made in writing and shall be final and binding upon the Company and the Union.
- (e) Nothing in this agreement shall be deemed to take away the right of an individual employee to present any personal grievance to the Company.

### **ARTICLE XIII - ARBITRATION**

- (a) Within a period of fourteen (14) weeks after a matter has been brought to the attention of the Site Manager, any grievance or other matter in dispute between the Company and the Union, involving the interpretation or alleged violation of any Article of this agreement may, in the event of failure to reach agreement thereon, be referred by either party to arbitration by an arbitrator selected as follows:
  - (i) the party desiring arbitration shall notify the other party in writing of the matter to be arbitrated and propose three (3) arbitrators;
  - (ii) the party receiving the notice shall, within ten (10) days, notify the other party of either its agreement to one of the proposed arbitrators or its proposal of a further three (3) arbitrators.
  - (iii) should the party originally desiring arbitration fail to accept one of the arbitrators proposed in (ii) above, within ten (10) days, either party may apply to the Minister of Labour of the Province of Ontario to appoint the arbitrator.
- (b) The arbitrator shall convene a hearing into the matter in dispute and issue an award, in writing, to both the Company and the Union, within sixty (60) days of completion of the hearing.
- (c) The decision of the arbitrator on the matter at issue 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.
- (d) Each party shall pay its own costs and the fees and expenses of the witnesses called by it. Fees and expenses of the arbitrator shall be shared equally between the parties.
- (e) Time limits specified in this article shall be deemed to be exclusive of Saturdays, Sundays, and those holidays described in Article VI (c) of this agreement and may be extended by mutual agreement of the parties.

### **ARTICLE XIV - TERMINATION**

- (a) This agreement shall become effective as of the 28th day of March, 2016 and shall remain in full force and effect until the 27th day of March, 2019.
- (b) Either party may on ten (10) clear days' notice in writing, require the other party to enter into negotiations for the renewal of the agreement within the period of two (2) months prior to the expiry date and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to secure such renewal.
- (c) The party giving notice in accordance with clause (b) hereof shall at the same time as such notice is issued, and the party receiving the notice shall within ten (10) days of its receipt of such notice, respectively present to the other party in writing any proposed modifications or revisions of this agreement.

### **ARTICLE XV - NOTICE**

Notices provided in Articles XIII and XIV shall be in writing and shall be sufficient if sent by email addressed, if to the Union, to the President of the Union and the Chief Steward and, if to the Company, to the Site Manager at the said Site. All such emails will include an automatic receipt notice.

ARTICLE XVI - SUCCESSOR IN BUSINESS

This agreement shall be binding upon and inure to the benefit of the successor in business of the Company at the said Site.

E. I. du Pont Canada Company

Kelly Desautels  
Manager, Human Resources, Canada

[Signature]  
Director – Research and  
Business Development

Negotiations Team:

Darren Loboda  
Korri Cune  
Kim Bailey

Kingston Independent  
Nylon Workers Union

[Signature]  
Union President

Bargaining Committee:

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

**APPENDIX 1**  
**WAGE SCHEDULE**  
**SCHEDULE "A"**

	HOURLY RATES		
	Effective	Effective	Effective
	<u>Mar 28 2016*</u>	<u>Mar 28 2017</u>	<u>Mar 28 2018</u>
<b>SCIENCE &amp; TECHNOLOGY CLASSIFICATONS</b>			
Science & Technology Operations Technician IV	\$30.55	\$31.16	\$31.79
Science & Technology Operations Technician III	\$27.47	\$28.02	\$28.58
Science & Technology Operations Technician II	\$24.69	\$25.19	\$25.69
Science & Technology Operations Technician I	\$22.20	\$22.64	\$23.10
<b>PRODUCTION &amp; SERVICE CLASSIFICATIONS</b>			
Production & Services Operator II	\$22.40	\$22.85	\$23.31
Production & Services Operator I	\$18.67	\$19.05	\$19.43
Temporary Services Operator	\$15.79	\$16.11	\$16.43
Student	\$14.79	\$15.00	\$15.00
<b>MAINTENANCE/TRADES CLASSIFICATIONS</b>			
Maintenance Technician II	\$33.75	\$34.43	\$35.12
Maintenance Technician I	\$30.66	\$31.28	\$31.90

**\* or date of ratification whichever is later**

An employee who is appointed to the role of temporary technology lead shall receive one dollar and zero cents (\$1.00) per hour more than his/her classification rate during the period of his/her appointment.

An employee engaged in shift work shall be paid a premium of ninety-two (\$0.92) cents per hour for work performed during the evening shift and one dollar and twenty-five cents (\$1.25) per hour for work performed during the night shift. An employee engaged in shift work, whose regular work schedule includes Sunday work, shall be paid, in addition to any shift premium, a premium of three dollars and zero cents (\$3.00) per hour for each hour worked on Sunday.

These premiums are to be added to the hourly rates after, and not before, calculating overtime.

## APPENDIX II

### **Addendum to the Collective Agreement**

In the event of a workforce reduction in the Research & Business Development organization at Kingston Site, the following protocol shall apply to all “incumbent” Science & Technology Operations Technician IV [STOT IV] employees as of March 28, 2013. All provisions of Article VIII – Seniority and any related administrative items remain in place, except where superseded by the provisions of this addendum.

1. The Company shall first offer voluntary severance to pension-eligible “incumbents”, starting with those having the most seniority.
  - a. “Pension-eligible” includes those employees eligible for an unreduced or reduced pension as defined in the Company pension plan.
  - b. Employees so offered this option shall have seven (7) calendar days from the date he/she is provided written notice of the workforce reduction to volunteer in writing to take severance.
  - c. An employee who volunteers under this condition waives any recall rights.
2. If the required workforce reduction is not met through voluntary severance, then further reductions shall occur starting with incumbents having the least seniority, as follows:
  - a. “Incumbent” Science & Technology Operations Technicians shall be given the option to accept a layoff due to lack of work or to accept a reclassification to the Production & Service Operator – II classification and the corresponding wage rate, subject to available work and as long as their seniority holds them in the lower line of progression.
    - i. Employees so offered this option shall have seven (7) calendar days from the date he/she is provided written notice of the workforce reduction to provide their written decision to the Company.
  - b. If an employee accepts reclassification to the Production & Service Operator – II classification, he/she shall be given fourteen (14) weeks’ written notice of such regression and/or shall be paid at the rate of the higher classification in lieu of written notice. In no cases shall the combination of written notice and rate maintenance exceed fourteen (14) weeks.
  - c. If an employee accepts a layoff as referred to in paragraph 2 a., the employee shall be paid severance pay in accordance with Article IX of the Collective Agreement. Notwithstanding Article IX(b)(vi), it is understood that the employee’s entitlement to severance pay shall continue regardless of whether the employee elects to accept a layoff as per paragraph 2 a. instead of a demotion, promotion transfer or any change in status. It is also understood that the employee shall retain his/her right to recall to a Science and Technology Operations Technician position for a period of eighteen (18) months from the date of any such layoff. Any such recall shall be made in accordance with Article VIII (e) of the Collective Agreement with necessary modification for the circumstances addressed in this Appendix II.
  - d. In the event of a posted vacancy in the Science & Technology line of progression, “incumbent” employees who were laid off or who were reclassified due to lack of work in Research & Business Development,



shall be offered employment at their former classification [STOT IV], by seniority accumulated prior to their regression or layoff:

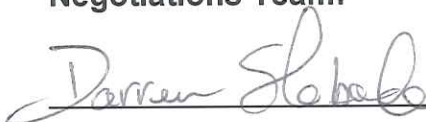

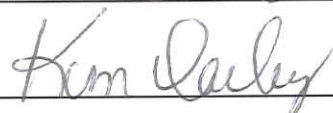
- i. Employees who have been reclassified to the Production & Service Operator – II classification due to lack of work shall be offered the posted opportunity on the basis of seniority if such a vacancy occurs within thirty-six (36) months of their regression;
  - ii. As per paragraph 2 c. above, employees who accepted a layoff pursuant to paragraph 2 a. shall also be entitled to be recalled and offered the posted opportunity on the basis of seniority if such vacancy occurs within eighteen (18) months of their layoff. All other provisions of Article VIII ( e ) are still in effect.
    1. Exception: former employees in receipt of a pension under the Company's pension plan are not eligible for re-employment.
  - iii. When a former employee who was defined as an "incumbent" under this Addendum is offered and refuses re-employment in the Science & Technology line of progression, severance pay shall be discontinued.
3. In all cases, "notice" shall be defined as starting at the date the employee is first provided written notice of a workforce reduction.
  4. As a courtesy to the Union, the Union President and Chief Steward will be informed in writing of such a workforce reduction twenty-four (24) hours in advance of any employee notification. Such notification may be provided via email.

**E. I. du Pont Canada Company**

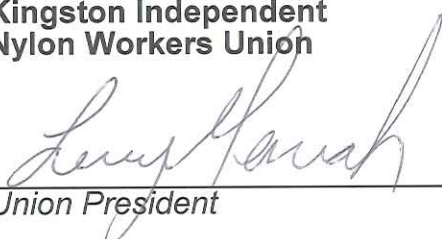
  
\_\_\_\_\_  
Manager, Human Resources, Canada

  
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Director – Research and  
Business Development



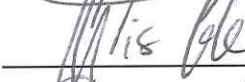

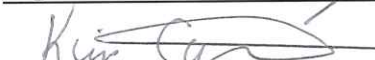
**Negotiations Team:**

  
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\_\_\_\_\_

**Kingston Independent  
Nylon Workers Union**

  
\_\_\_\_\_  
Union President

**Bargaining Committee:**

  
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## **ADMINISTRATIVE ITEMS**

As per the Memorandum of Settlement signed on March 8, 2016 by the Union Bargaining Committee and the Company Negotiations Team, it is recognized that through discussion during negotiations, understanding was reached on the following Administrative items, numbered 1 through 19. The Memorandum of Settlement was ratified by union membership on March 16, 2016.

These administrative items are applicable for the duration of this collective agreement ONLY, and may be enforced pursuant to the grievance and arbitration provisions of said agreement.

### **Administrative Item 1**

Upon request, information about the results obtained by an employee in tests administered in job posting procedures will be provided to that employee, or to the Union President or Chief Steward as designated by the Union when so requested in writing by the employee concerned. The designated official shall keep such information confidential.

### **Administrative Item 2**

An employee having acquired job experience in a posted classification and, on being regressed from that posted job because of lack of work, will return to their previously held classification, provided their seniority holds them there. That employee shall hold reserve status in that particular posted job for a period not exceeding thirty-six (36) months from date of transfer from the particular posted job classification.

### **Administrative Item 3**

Once twelve months have elapsed since a particular posted job was posted, and further opportunities exist in that classification, the Company will re-post that particular posting, unless otherwise agreed by the parties.

### **Administrative Item 4**

A week for which no pay is earned as a result of one or more agreed to exchanges of scheduled shifts may, at the request of the employee, be considered as a vacation week for which vacation allowance will be paid if all vacation allowance has not been exhausted.

### **Administrative Item 5**

The Company will continue its policy of providing employees with access to their complete personnel files. An employee, while involved in the grievance procedure, may assign the right of access to a Union officer. A former employee, whose termination is the subject of a grievance, may assign the right of access to a Union officer.

### **Administrative Item 6**

Upon request, information about the results obtained by an employee in evaluation processes administered in line of progression procedures will be provided to the employee or to the Union President or Chief Steward as designated by the Union upon written approval by the employee concerned. The designated official shall keep such information confidential.

### **Administrative Item 7**

Upon retirement, maintenance technicians will be allowed to retain the tool buggy and certain hand tools of limited life and value that were assigned to them by the Company.

### **Administrative Item 8**

Employees may submit in writing an expression of interest to change their work assignment. It must be submitted (via email or hard copy) to Human Resources and their supervision to ensure that due consideration is given when appropriate opportunities arise.

### **Administrative Item 9**

Should the number of employees change significantly from current levels, the Company shall engage the Union Bargaining Committee in determining appropriate representation for its membership. For the duration of this agreement the company agrees to provide adequate representation for each of the unionized job classification(s).

### **Administrative Item 10**

#### ***Re: Employment Standards Act***

This confirms the understanding reached between the Company and the Union regarding the following:

The Union agrees, on behalf of all bargaining unit employees at Kingston Site, that any employee may voluntarily work extra hours beyond his or her regular workday of eight (8), ten (10), or twelve (12) hours in a day and beyond forty-eight (48) hours in a week, in accordance with the *Employment Standards Act, 2000*. Excess hours may be worked by any employee upon the request of the Company, and may not exceed the limits of the Act (60 hours/week).

Notwithstanding the foregoing, overtime shall continue to be paid in accordance with Article VI of the Collective Agreement.

The Company shall apply for the required permit from the Ontario Ministry of Labour for "Excess Weekly Hours".

### **Administrative Item 11**

#### ***Re: Employment Standards Act***

In accordance with work schedules established from time to time, no overtime will be payable on a weekly basis unless the average scheduled weekly hours over a period of not more than three (3) consecutive work weeks exceeds the threshold for overtime payable in the *Employment Standards Act, 2000*. This agreement expires on March 27, 2016.

Notwithstanding the foregoing:

- Overtime shall continue to be paid in accordance with Article VI of the Collective Agreement and,
- Overtime will be paid within a weekly pay period for all hours worked in excess of 48 hours in that week.



The Company will not pay overtime twice for the same hours worked.

The Company will clearly indicate on work schedules whether a two (2) or three (3) week averaging period is in effect.

The Company shall apply for the required permit from the Ontario Ministry of Labour for "Averaging Hours of Work for Overtime Pay Purposes".

#### **Administrative Item 12**

The deployment of Temporary Service Operators shall not restrict any seniority employee from his/her normal line of progression or delay any job posting.

#### **Administrative Item 13**

If an employee from the top production level (Production & Service Operator II) successfully posts into the Science & Technology Operations line, they will have the benefit of rate maintenance until they progress to the Science & Technology Technician classification with the higher rate of pay.

#### **Administrative Item 14**

The Company can only grant leave and protect the normal earnings and service of its employees.

As per Article III (f) of the Collective Agreement, "Members of the Union not exceeding ten (10) in number on any one day may be granted occasional leave of absence without pay for the purpose of attending normal functions of the said Union such as steward, executive, or general meetings and training courses." In the case of Union Bargaining Committee members, when granted, leave will be without pay, and the Company will provide temporary remuneration, to be reimbursed by the Union. This will protect the earnings and service of the individuals involved.

As per Article XIII (d) of the Collective Agreement, in reference to Arbitration, "Each party shall pay its own costs and the fees and expenses of the witnesses called by it. Fees and expenses of the arbitrator shall be shared equally between the parties." In the case of Union Bargaining Committee members, when granted, leave will be without pay, and the Company will provide temporary remuneration, to be reimbursed by the Union. This will protect the earnings and service of the individuals involved.

For negotiations, the Company will protect the normal earnings of Union Bargaining Committee members, for the time required to meet with the Company. For all other time required by the Union to prepare for negotiations, the Company will provide leave without pay. When leave is granted, the Company will provide temporary remuneration, to be reimbursed by the Union, which will protect the earnings and service of the individuals involved.

For the time required by the Union to prepare, present and conduct the ratification vote, the Company will protect the normal earnings of Union Bargaining Committee members. Normally this process requires three days. For all other time required by the Union for this purpose, the Company will consider leave without pay. When leave is granted, the Company will provide temporary remuneration, to be reimbursed by the Union, which will protect the earnings and service of the individuals involved.

The Company will consider requests for leave, related to training for Union matters, on a case by case basis. In cases where the Company believes that the training will provide value to the business, it will consider granting leave with pay. In all instances of union leave, the Union shall provide written requests in a timely manner to the Company and employees must communicate leave requirements to their line organizations.

#### **Administrative Item 15**

The Company shall provide Paid Recognized Holiday (PRH) options to employees who are working shifts and who qualify for a holiday allowance under the provisions of Article VI (c). These options allow deferring payment of the holiday allowance to a future regularly scheduled working day, on which the employee will be scheduled off.

Those employees shall be provided with up to four (4) Paid Recognized Holiday options per calendar year. An employee shall not defer more than four (4) PRHs in a calendar year; in the event an employee defers more than the allowed four (4) PRHs, all deferred PRH allowances will be released in the next pay period. The last two PRHs in the calendar year (Christmas Day and Boxing Day) cannot be deferred. Deferred PRHs cannot be carried over to the next calendar year.

Every reasonable effort shall be made to honor a PRH option request that has been mutually agreed to between the employee and the Company.

This deferral of PRHs may be cancelled at any time, with one month's notice, by the Company should the administration of PRH deferrals become cost prohibitive or cannot be administered in a cost effective manner by any new pay administration system.

#### **Administrative Item 16**

The Company recognizes that due to the nature of work currently undertaken in the Research & Business Development and Small Lots Manufacturing organizations at Kingston Site that extreme flexibility is demanded of those employees who are scheduled on "shifts". Hence, it is the Company's belief that the shift premiums as per Appendix I – although more than competitive and at the "top end of the community" – are not sufficient to recognize the imposition on employees' personal lives as demanded by the currently available work.

The Company shall, for the term of this agreement only, recognize those employees by superseding the "shift premiums" and the "Sunday premium" in Appendix I of the Collective Agreement as follows:

An employee engaged in shift work shall be paid a premium of one dollar and thirty cents (\$1.30) per hour for work performed during the evening shift and one dollar and thirty cents (\$1.30) per hour for work performed during the night shift.

An employee engaged in shift work, whose regular work schedule includes Sunday work, shall be paid, in addition to any shift premium, a premium of one dollar and fifty cents (\$1.50) per hour for each hour worked on Sunday.

An employee engaged in shift work, whose regular work schedule includes Saturday work, shall be paid, in addition to any shift premium, a premium of one dollar and fifty cents (\$1.50) per hour for each hour worked on Saturday.

### **Administrative Item 17**

Employees eligible for vacation may designate their vacation as short vacation. Short vacation may be taken in four (4) hour increments. However, all time taken as vacation will be tracked by the jour to ensure it is administered fairly and equitably.

Employees require exchanges to cover short vacations, unless relief is not required.

Scheduling of vacations will be done in accordance to established guidelines for vacation selection.

### **Administrative Item 18**

The Company will offer the option for employees to request compensation for overtime worked as “time-in-lieu” at the applicable overtime rates, as defined by Article VI – Overtime and Other Allowances. The request shall be approved at the discretion of their supervision.

A documented administrative procedure, OP-78 Hours of Work, has been established, which includes clear guidelines and limits on administration of overtime compensation as “time-in-lieu”.

### **Administrative Item 19**

In addition to CBA Article IX (c) – Severance Pay, and for the term of this agreement only, the Company shall offer a one time payment of \$3500 to eligible employees terminated involuntarily due to lack of work arising out of the business decision to exit KEE. This payment will be made in the form of a lump sum payment and will be subject to all statutory deductions. To be eligible for the payment the following conditions must be met:

- 1) The termination of employment must be as a direct result of the business decision to exit KEE production at the Kingston Site.
- 2) The employee must be an active regular or temporary employee in the bargaining unit.
- 3) The employee must have seniority/service equal to or greater than one (1) year and less than six (6) years on the notice of termination date.
- 4) The employee must remain in the organization until their termination date. Employees who elect to leave the Company voluntarily before or after their notice of termination date and in advance of the termination date identified by the Company will not be eligible for the payment.