

IN THE MATTER OF AN ARBITRATION

BETWEEN

INVISTA (CANADA) COMPANY

("Employer")

and

KINGSTON INDEPENDENT NYLON WORKERS UNION

("Union")

**Grievance Numbers - IPG1519, IPG1648, IPG3242, IPG10613, IPG15458,
IPG17425, IPG17712, IPG18883, IPG19278**

Arbitrator: Patrick Kelly

Appearances for the Union:

Scott Wilson – KINWU President

Ernie A. Schirru – Legal Counsel

Appearances for the Employer:

Shelly Deyo – Human Resources Manager

Kevin Robertson – Health and Safety Manager

Patrick DesRochers – Supervisor

George Waggott – Legal Counsel

Roberto Fonseca-Velazquez – Articling Student

Hearing held via videoconference on November 21, 2025

Award issued on November 24, 2025

OVERVIEW

1. This arbitration hearing relates to nine (9) individual grievances filed by the Union on behalf of Process Control Technicians (the "Grievors") working in and out of the Remelt Control Room at the Employer's manufacturing facility located in Kingston, Ontario.

AGREED FACTS

2. The parties tabled the following agreed facts at the arbitration hearing.
3. The KINWU collective agreement provides (at page 45, as part of Schedule "A"), for a premium on the following terms:

An employee who is engaged in the work of Fire Captain or Emergency Prevention and Response Team member shall receive an hourly premium as described, to be in addition to their classification rate for the shifts that they undertake this work.

Fire Captain \$2.00 per hour

Emergency Prevention & Response
Team Member
\$1.00 per hour

4. The above CBA provision requires that a member of the bargaining unit actually be on the Emergency Prevention and Response Team (EPRT) in order to be paid the premium.
5. To be a member of the EPRT, employees of the employer (union and non-union) need to express an interest in being on the team, and also be accepted for EPRT membership by the Employer.
6. The immediate supervisor of each relevant employee needs to approve membership on the EPRT.
7. A medical exam is also required to be on the EPRT.
8. There is also associated EPRT training.
9. The leader of the EPRT team also needs to approve membership on the EPRT.
10. Shirts are also provided to EPRT members.
11. EPRT members are assigned specific roles which are required in the event of emergencies.
12. The Employer has an intranet page which lists EPRT composition and duties, including titles and position.
13. None of the Grievors in each of these nine grievances have satisfied any of the above requirements. Further, there is no evidence establishing that any of the Grievors have, to date, expressed any interest in being on the EPRT.
14. Grievors assigned and/or performing the role of control panel operator in the Remelt Control Room on a given shift may engage in communications with members of the EPRT team in the course of their workday to advise the EPRT of the existence of an alarm notification received in the Remelt Control Room and the potential existence of an emergency that requires investigation by the EPRT. The Grievors may, depending on the circumstances, also contact external emergency responders like the Kingston

Central Ambulance Communication Centre, the Kingston Fire Department and/or Kingston Police Services.

SUBMISSIONS OF THE PARTIES

15. The Union asserts that the communications functions performed by the Grievors entitles them to the \$1.00 EPRT premium because they are de facto members of the EPRT.
16. The Employer asserts there is no basis upon which I can or should find in favour of the Union. None of the Grievors have volunteered to be on the EPRT nor have they received the EPRT training necessary for membership on the EPRT. Further, the Employer asserts all employees at the Kingston Facility, regardless of whether they are on the EPRT or not, are required and expected to monitor their work surroundings and respond to actual or potential safety/emergency concerns by communicating with the EPRT and/or supervision as may be required. The fact that the Grievors may communicate with the EPRT does not make them members of the EPRT or entitle them to the \$1.00 premium.

Decision

17. I have considered the agreed facts and the parties' respective submissions and find no factual basis nor any collective agreement language to support the Union's claim that the Grievors are entitled to the \$1.00 premium payable to members of the EPRT. To the extent any of the Grievors want the \$1.00, they must secure membership on the EPRT in the normal course. Any communications the Grievors may engage in with the EPRT and/or third parties during the course of a potential and/or actual emergency does not, in and of itself, entitle the Grievors to said premium. Accordingly, the grievances are dismissed.

Dated at Toronto this 24th day of November, 2025.



Patrick Kelly
Arbitrator