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**COLLECTIVE  
AGREEMENT**

between

**REDPATH SUGARS**  
A Division of Redpath Industries  
Limited  
(herein called "the Company")

- and -

**CHEMICAL, ENERGY AND ALLIED  
WORKERS**  
Division of The Canadian Conference  
of Teamsters, Local 1688  
(herein called "the Union")

**Nov. 1, 1992 - Oct. 31, 1995**

0061305

**WEEKDAY,  
WEEKEND AND HOLIDAY  
TELEPHONE NUMBER  
366-3561**

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# **COLLECTIVE AGREEMENT**

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**REDPATH SUGARS**

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- and -

**CHEMICAL, ENERGY AND ALLIED WORKERS**

Division of The Canadian Conference of Teamsters, Local 1688  
(herein called "the Union")

## **ARTICLE 1 - RECOGNITION**

1.01 - The Company recognizes the Union as the exclusive collective bargaining agent for all employees of Redpath Sugars, a Division of Redpath Industries Limited, at its Toronto Refinery, save and except foremen, persons above the rank of foreman, sugar boilers, office and sales staff, assistant chemists, laboratory statisticians, packaging technicians, instrument technicians, laboratory analysts and stationary engineers employed in the Boiler and Power House.

1.02 - No employee of the Company who is excluded from the bargaining unit shall perform work normally performed by an employee in the bargaining unit except for instructing or relieving during emergencies, and/or staff training where such staff employee does not displace an employee in the bargaining unit.

However, this provision will not apply to employees of the Instrument Department with the understanding that the present practice will not be expanded so as to displace an employee in the bargaining unit.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

2.01 - The Union acknowledges that it is the exclusive function of the Company:

- (a) To maintain order, discipline and efficiency;
- (b) To hire, retire, classify, direct, assign, promote, demote, transfer, discipline, suspend or discharge employees, and to increase and decrease the work force. A claim by an employee, who has completed his/her probationary period, that he/she has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as herein-after provided;
- (c) Generally, to manage the industrial enterprise in which the Company is engaged and, without restricting the generality of the foregoing, to determine the number and location of establishments; the products to be manufactured, processed or handled; the methods and processes to be used; schedules of production and work; kinds and locations of machines; tools and equipment to be used; engineering required; the selection, installation and requirements in the operation of any equipment or materials it decides to use or handle;
- (d) To make, alter and enforce rules and regulations to be observed by employees, not inconsistent with the terms of this agreement; and
- (e) The only restrictions to the execution of the foregoing functions are those restricted by the express language of the following provisions of this agreement.

## **ARTICLE 3 - RELATIONSHIP**

3.01 - All employees shall, as a condition of employment, become and remain members of the Union within sixty (60) working days following their first day of employment. The Union agrees that no employee will be refused membership in the Union.

The Company will inform the Union within five (5) working days of hire, the name of a new employee.

3.02 - The Company will furnish to the Union copies of all notices posted by the Company that affect its members.

3.03 - The Union agrees that except with the consent of the Company, no official of the Union and no person authorized by the Union shall enter the Company's premises and/or engage in Union activities on the Company's premises or during working hours of any employee, except as otherwise provided in this agreement.

## **ARTICLE 4 - CHECK-OFF**

4.01 - All employees shall, as a condition of employment, authorize the Company, on a form provided by the Union and approved by the Company, to deduct the Union's monthly dues and remit such amount to the Secretary-Treasurer, Union Local 1688, together with a list of names of those from whom such deductions have been made not later than the tenth day of the month following the month in which such deductions are made. Such authorization shall continue in effect for the life of this agreement. A duplicate copy of the check-off authorization form shall be forwarded by the Company to the Union Steward concerned within one (1) week of hiring. The Company will show the amount collected for Union Dues on the employee's T-4 Slip each year.

4.02 - The required union initiation fee will be deducted by the Company from the employee's pay, from which the first dues deduction is made, following completion of the probationary period. Such initiation fee will be remitted to the Union in the same manner as provided in Clause 4.01.

## **ARTICLE 5 - STEWARDS AND UNION COMMITTEE**

5.01 - The Company acknowledges the right of the Union to elect or appoint eight (8) stewards, and if the Toronto Refinery Operations are such that a change in number is warranted, then such adjustment may be made by mutual consent of the parties. Such stewards must acquire seniority standing under this agreement before being so appointed.

5.02 - It shall be the steward's function to process grievances as provided for herein. A steward may also obtain permission from the Company for the purpose of interviewing a new employee about Union membership for a period not exceeding fifteen (15) minutes during the employee's first thirty (30) calendar days of employment. A steward's functions shall in no way conflict with his/her duties to his/her employer, and he/she shall be held responsible for the same quantity and quality of work as other employees.

5.03 - The Union will inform the Company, in writing, **of** the name of the Stewards and **of** any subsequent change in the name of the stewards. The Company shall not be asked to recognize any steward until such notification from the Union has been received.

5.04 - The Union Negotiating Committee consisting of not more than four (4) employees shall be compensated for a maximum of forty (40) hours each at his/her basic straight time hourly rate of pay for time spent meeting with the Company for the purpose of negotiating a renewal **of** the Collective Agreement.

5.05 - The Company will set up **a** programme for regular meetings, between the Union and Management involving not more than two (2) representatives of either party. Such meetings to be held not more frequently than every two (2) months, to discuss matters of common interest.

## **ARTICLE 6 - GRIEVANCE PROCEDURE**

6.01 - It is agreed that a steward, when required to take up the grievance of an employee who has completed his/her probationary period, shall not leave his/her assigned duties without first obtaining permission from his/her immediate supervisor to do so and will report back to his/her immediate supervisor upon resuming his/her assigned duties. In accordance with this understanding, such steward will be paid for such time when the time so spent is during scheduled working hours and when on the premises of the Company. The Company reserves the right to withhold payment if more than a reasonable amount of time is so taken.

6.02 - Notwithstanding any other provisions of the grievance procedure and arbitration provisions contained herein, an employee who has completed his/her probationary period, if he/she so desires, may take up a complaint as an individual direct with the Company without recourse to the grievance procedure.

6.03 - In the event the Company finds it necessary to call an employee in the office for the purpose of disciplining the employee, and if more than one member of management is present, then the employee must be accompanied by his/her steward.

The Union will be furnished with a copy of a written warning given to an employee. An employee who is suspended or discharged while on the premises shall have the right to inform his/her steward of same before leaving the premises.

It is agreed that the Company will remove any disciplinary notation against an employee's record after an elapsed time of nine (9) months.

6.04 - A grievance of the Union, which cannot be made the grievance of an individual employee or a grievance of the Company, shall be subject to the same general procedure as provided for the grievance of an employee, except that it shall commence at Step No. 2.



6.05 - A grievance may arise only from a dispute concerning the interpretation, application, administration or alleged violation of this agreement. The grievance shall be submitted in written form and be signed by the employee directly involved. An earnest effort will be made on the part of both parties to settle such a grievance through the following steps:

**STEP NO. 1:**

An employee who has completed his/her probationary period shall present his/her grievance to his/her immediate supervisor with his/her steward, within ten (10) working days of the event complained of or within ten (10) working days from the date that the employee could reasonably be expected to become aware of the event which gave rise to the grievance, and the Supervisor shall reply to the grievance in writing. In the event the employee's steward is not available the company will arrange with the Union to name a substitute employee to act in the place of the absent steward. If a settlement satisfactory to the employee concerned is not reached within five (5) consecutive work days or within any longer time which may be mutually arranged for, then Step No. 2 may be invoked provided such latter action is commenced within five (5) consecutive days after Step No. 1 has been completed.

**STEP NO. 2:**

Unless agreed to by both parties, no grievance shall be presented at Step No. 2 the alleged circumstances of which originated or occurred more than four (4) calendar days prior to its original presentation at Step No. 1 or where more than five (5) consecutive days have elapsed since the completion of Step No. 1. At the request of the employee, the steward shall take up the employee's grievance with the Refinery Manager or his/her designate of the Company, at a meeting arranged for that purpose. At this step, the Union President shall attend the meeting.

A Union Official designated by the Union as its representative and/or the grievor may be present at such a meeting if their presence

is requested by either party. If final settlement of the grievance is not completed within five (5) working days following the day upon which deliberation commenced, or such additional time as may be mutually agreed upon, then the grievance may be referred to a board of arbitration as herein provided.

## **ARTICLE 7 - ARBITRATION**

7.01 - When either party requests that any matter be submitted to arbitration as hereinafter provided it shall make such request within two (2) weeks of the date the answer to Step No. 2 was received by the party initiating the grievance at Step No. 2. Each of the parties will prepare a list of seven (7) possible arbitrators and will exchange such lists within five (5) working days of the request for arbitration. The first corresponding name appearing on the lists will be selected as a single arbitrator. Should none of the names on the lists correspond, a further list of five (5) names will be exchanged within twenty-four (24) hours and the first corresponding name appearing on the second lists will be selected as a single arbitrator. Should none of the names on the second lists correspond, the party initiating the grievance will, within twenty-four (24) hours of exchanging the second lists, request the Ministry of Labour for the Province of Ontario to select an impartial arbitrator.

7.02 - The arbitrator shall not have the power to alter or change any of the provisions of this agreement or to substitute any new provisions, nor to give any decision inconsistent with the terms and provisions of this agreement.

7.03 - The decision of the arbitrator shall be accepted by the parties hereto if made pursuant to the provisions of the preceding paragraph.

7.04 - Each of the parties shall bear equally the expense of the arbitrator.

7.05 - No grievance shall be considered by the arbitrator unless it has been properly carried through all previous steps of the grievance procedure, or unless the party which is opposing the grievance has refused to participate in the earlier stages of the Grievance Procedure.

7.06 - If either the Company or the Union alleges violation of this Collective Agreement through the action of officials of either, the complaint may be dealt with through the grievance procedure established by this article, commencing at a stage equivalent to Step No. 2.

7.07 - Failure to pursue a grievance within the time limits prescribed or failure to pursue the grievance through each step as prescribed shall constitute abandonment of the grievance and acceptance of the decision at the previous step and the matter will be deemed to have been settled.

## **ARTICLE 8 - SENIORITY**

8.01 - The purpose of seniority provisions herein is to provide a policy of governing a job posting, lay-offs and rehiring. In the event of a reduction of the working force, the Company shall apply the principle of "last on, first off" provided the retained employees have the necessary qualifications and ability to perform the remaining work, consistent with the Company's obligation to maintain an efficient working force. Following a lay-off, rehiring shall be executed conversely to the outlined lay-off procedure subject to the same conditions.

8.02 - Seniority shall be recognized on a plant-wide basis for employees covered by this agreement.

8.03 - In the event it becomes necessary to reduce the work force for whatever reason, the reduction shall proceed as follows:

- (i) Employees will be declared surplus in the classification where the reduction is required commencing from the employee with the least seniority in that classification;
- (ii) Employees thus declared surplus may either use their seniority as hereinafter provided [(iii) refers] or be laid off to await recall; and
- (iii) (a) Employees declared surplus who do not wish to take a lay-off will be given the opportunity to take the position held by the employee with the least seniority in the plant. Where more than one employee is declared surplus at the same time, seniority shall be used to select from the positions held by the employees with the least seniority in the plant who are to be laid off.
- (b) Employees replacing other employees as provided in (a) above, will be offered up to thirty (30) work days to demonstrate they can perform the job. Those who fail to demonstrate performance ability will be laid off without recourse to await recall.

Note: The provision set out in (iii) above does not apply to classifications named in 8.14.

A surplus employee who seeks to take such a position must first establish that they have the necessary job qualifications.

- (iv) Employees displaced by use of the opportunity provided in (iii) above shall be laid off to await recall.

8.04 – In the event of a lay-off, before laying off employees out of seniority order (after acquired) the Company will notify the Union.

8.05 – In the event of a lay-off of more than two (2) weeks duration, the employee shall be given five (5) working days' notice of such action. If an employee does not receive full notice, he/she shall be given pay for the period not covered by notice.

8.06 - In the event of a lay-off of two (2) weeks' duration or less but more than two (2) working days', the employee shall be given two (2) working days' notice of such action. If an employee does not receive full notice, he/she shall be given pay for the period not covered by notice.

8.07 - Recall: In the event of vacancies existing in the classifications from which employees had previously been declared surplus those employees will be returned to their original classification and the vacancies thus created will be filled in order of seniority from those employees awaiting recall.

All other vacancies, including new positions, which the Company intends to fill, shall be posted as provided herein.

8.08 - A seniority list shall be prepared and posted by the Company once every six (6) months.

8.09 - Employees shall be on probation until they have worked sixty (60) days, Monday to Friday within a period of six (6) months. Seniority would then date from the &te the employee commenced work for the company. Seniority shall accumulate during a permitted leave of absence from work on account of sickness or accident. This provision shall not pertain to part-time employees as defined in this agreement.

8.10 - Those promoted to supervisory positions or those positions not subject to this agreement will retain their seniority after promotion and if demoted for any reason or if they voluntarily request reinstatement in the bargaining unit within a twelve-month period, the time served in the supervisory position shall be included in their seniority rating. If an employee is promoted to a supervisory position and such supervisory position is subsequently abolished, such employee will revert to their former position without loss of seniority.

8.11 – An employee’s name shall be removed from the seniority records and his/her employment terminated for the following reasons:

- (a) If the employee voluntarily quits the employ.
- (b) If the employee is discharged for any just cause, and is not reinstated through grievance and/or arbitration procedure.
- (c) If the employee is absent from his/her duties for more than two (2) days (or two [2] shifts as the case may be) and is unable to furnish a reason satisfactory to the Company for such absence.
- (d) If the employee fails to report for duty after a lay-off unless he/she furnishes a reason satisfactory to the Company. When calling an employee back from lay- off, he/she shall be notified by registered mail at his/her last address on record with the Company, and shall be allowed three (3) days (excluding Saturdays, Sundays, and Plant Holidays) from the date of notice in which to notify the Company of their intentions, and a further period of four (4) days (excluding Saturdays, Sundays, and Plant Holidays) to report to work.
- (e) Employees with under five (5) years’ seniority will have one (1) year recall rights before the employee’s name is removed from the seniority records. Employees with over five (5) years’ seniority will have two (2) years’ recall rights before the employee’s name is removed from the seniority records.

8.12 – Employees temporarily assigned to higher rated jobs for two (2) hours or more in any one day shall receive the higher rate for that day. Employees temporarily assigned to lower rated jobs for more than one (1) day at a time, shall not have their rates reduced unless transferred by the Company to avoid lay-off or because of demotion. Qualifications gained by way of temporary transfer shall not count for the purpose of job postings.

8.13 – When there is an original, first and second subsequent vacancy, and the Company intends to fill such vacancies, the Company

agrees to post a notice of such vacancies for a period of forty-eight (48) hours to enable interested employees to apply for the job.

8.14 - Generally the Company will choose from among those employees responding to a job posting, the most senior employee.

Selected job applicants to a vacant position will be placed on the job within thirty (30) working days. Notwithstanding the above, in the event of openings in the classifications of Fork Lift Operator, Instrument Mechanic, all levels of the Transport Department except Cleaner Servicemen, Engineering Department and Apprentices, job qualifications must first be established by the applicant and where one or more employees have established the required qualifications, seniority shall govern in the selection.

No accepted employee to an original, first and second subsequent vacancy can apply for another vacancy until six (6) months have elapsed, unless such vacancy is to a higher rated job.

## **ARTICLE 9 - DISCHARGE OR SUSPENSION**

9.01 - An employee who claims he/she has been unjustly discharged or suspended may submit their grievance in writing, and such action must be taken within forty-eight (48) hours (Saturdays, Sundays, and Statutory Holidays excluded) of their discharge or suspension. He/She shall, if subsequently reinstated through the grievance procedure, and if necessary arbitration, be compensated for their lost time at their normal rate of pay or receive such lesser compensation, if any or according to any agreement reached by the parties in the grievance procedure or as decided upon a single arbitrator.

## **ARTICLE 10 - NO STRIKES AND NO LOCK-OUTS**

10.01 - During the term of this agreement, the Company agrees there shall be no lock-out, and the Union agrees there shall be no strike, sit-down, slow-down, work stoppage or suspension of work, either complete or partial, for any reason by the employees.

## **ARTICLE 11 - BULLETIN BOARD**

11.01 - The Company agrees to permit posting of any notice, first approved by the Company, of Union meetings or functions on a Union bulletin board conspicuously placed and provided for that purpose.

## **ARTICLE 12 - MEDICAL EXAMINATIONS**

12.01 - Any medical examinations requested by the Company shall be promptly complied with by all employees, provided, however, that the Company shall pay for all such examinations. **The** Company reserves the right to select its own medical examiner or physician and the Union may, if in their opinion, they think an injustice has been done to an employee, have said employee re-examined at the Union's expense.

12.02 - When a medical examination is required by the Company, the following conditions shall apply:

- (a) The employee shall take such medical examination during his/her normal working hours, and he/she shall be paid for the time involved.
- (b) Employees shall be supplied with a copy of such medical report provided a report is made available to the Company.
- (c) **If the employee is** required to travel for such **an** examination, public transportation **will** also be paid by the Company.



## ARTICLE 13 - HOLIDAYS

13.01 – The following holidays will be recognized:

New Year's Day  
Good Friday  
Victoria Day  
Canada Day  
Civic Holiday  
Labour Day  
Thanksgiving Day  
Last work day before Christmas Day  
Christmas Day  
Boxing Day  
Last work day before New Year's Day  
Floater Day (to be declared by the Company)

13.02 --

- (a) The Company will pay for such holidays provided an employee, other than a driver, has worked the normal shift immediately preceding and the normal shift immediately following the holiday for the number of regular hours ordinarily worked at the employee's basic straight time hourly rate of pay.
- (b) In the event of a lay-off, and subject to other qualifying conditions, an employee will be paid for the holiday if he/she has not been laid off for more than two (2) weeks immediately prior to the holiday or is laid off commencing on the day immediately following the holiday. **An** employee shall not be disqualified from receiving holiday pay if he/she is **unable** to complete a qualifying shift due to bona-fide illness or injury.

When the holiday falls on a Saturday, the Company may elect one of the following:

- (a) Pay an extra day's pay.

- (b) Close on the Friday before and observe as a holiday in lieu.
- (c) Close on the Monday following and observe as a holiday in lieu.

13.03 -

- (a) If an employee, other than a driver, is required to work on a day that is recognized by the Company as a holiday, he/she shall be paid at the rate of double time for eight (8) of the hours worked on such a holiday in addition to any holiday pay which he/she may otherwise be entitled to receive, subject to section 19.04 of this agreement. After eight (8) hours, they shall be paid at the rate of triple time, effective November 1, 1994.
- (b) **A** driver who works on a holiday shall be paid their holiday pay in addition to their earned trip rate(s). There shall be no other premium.

13.04 - Should an employee be temporarily transferred to a job which carries a higher rate of pay for both the work day before and the work day after a statutory holiday, then statutory holiday pay, payable as provided in 13.02 will be based upon the higher rate of pay.

13.05 - Where as provided in Article 14.09 an employee, other than a driver, has elected to take another day in lieu of the holiday which has occurred during his/her vacation period, and where such a day has been agreed to by the Company, if later, at the request of the Company, the employee is required to work, and does work, the employee shall be entitled to double time (2X) their regular rate of pay for all hours worked on such a day.

13.06 -

- (a) An employee who reports for work at the start of his/her normal shift, unless otherwise previously notified by the Company not to do **so**, will be entitled to receive four (4) **hours'** work or pay in lieu thereof at **the** employee's basic straight time hourly rate of pay unless the circumstances are beyond the control of the Company, including such circumstances as fire or power failure.

- (b) A driver who reports for work as scheduled by Dispatch, unless otherwise previously notified not to report, will be entitled to fifty (50%) of the holiday rate [(13.02 b) refers] unless another trip is provided.

## **ARTICLE 14 - VACATION WITH PAY**

14.01 - Employees shall receive a vacation with pay in accordance with the regulations and requirements covered by the Employment Standards Act, 1968, and as amended.

14.02 - Employees who have completed one (1) or more years of continuous employment on May 31st of any year, shall be entitled to a vacation of two (2) weeks. Pay for such a vacation will be four **(4%)** of his/her gross earnings during the twelve (12) months immediately preceding May 31st.

14.03 - Employees who have completed five (5) or more years of continuous employment on May 31st of any year, shall be entitled to a vacation of three (3) weeks. Pay for such a vacation will be six percent (6%) of their gross earnings during the twelve (12) months immediately preceding May 31st.

14.04 - Employees who have completed ten (10) or more years of continuous employment on May 31st of any year, shall be entitled to a vacation of four **(4)** weeks. Pay for such a vacation will be eight **(8%)** of their gross earnings during the twelve (12) months immediately preceding May 31st.

14.05 - Employees who have completed twenty (20) or more years of continuous employment on May 31st of any year shall be entitled to a vacation of five **(5)** weeks. Pay for such a vacation will be ten percent (10%) of their gross earnings during the twelve (12) months immediately preceding May 31st.

14.06 –

- (i) Employees who have completed thirty (30) or more years of continuous employment on May 31<sup>st</sup> of any year, shall be entitled to a vacation of six (6) weeks. Pay for such vacation will be twelve percent (12%) of their gross earnings during the twelve (12) months immediately preceding May 31<sup>st</sup>.
- (ii) Employees reaching their 30th anniversary of employment will receive a one time payment equivalent to one (1) week of pay.
- (iii) Weekly Indemnity payments to be included as gross earnings.

14.07 - Employees who at May 31<sup>st</sup> in any year, have completed five (5) or more years of continuous employment, and have completed six (6) months of continuous employment in that vacation year, and who are unable to work the remaining six (6) months due to sickness for which they are receiving weekly indemnity benefits or where they are receiving Workers' Compensation Board benefits, will be guaranteed a vacation payment equivalent to eighty (80) hours of work, multiplied by their rate at the time the sickness or Workers' Compensation Board benefit commenced.

14.08 - An employee who terminates his/her service or is terminated with the Company shall receive vacation pay equivalent to that which he/she has earned up to the date of his/her departure.

14.09 –

- (a) Any of the holidays listed herein which fall within an employee's annual vacation shall be paid for as provided herein subject to qualifying requirements, and provided the employee has worked on his/her normal shift immediately preceding and following their annual vacation.
- (b) If the employee requests no lieu day then his/her vacation pay shall include his/her holiday pay.

- (c) If the employee requests a Lieu day, such request shall not be unreasonably withheld, it shall be determined by:
- (i) mutual agreement; or if no agreement
  - (ii) the Company will determine the day.

If later the employee be required to work on the agreed or determined day, [(i) and (ii) above refers] and does work, he/she shall get paid double time (2X) for each hour so worked plus holiday pay.

14.10 – The choice of vacation period shall be according to seniority, provided it does not conflict with the Company's obligation to maintain an efficient working force.

An employee entitled to six (6), eight (8), ten (10) or twelve (12) percent (%) vacation credits must arrange for the third, fourth, fifth or sixth weeks to be taken at a time suitable to the Company, if so requested by the Company.

On or before March 15th of each year the Company will post a vacation schedule requesting employees to identify when they wish to take their vacations. Employees are required to make their declaration before April 1st and will have their period confirmed by April 15th.

Should an employee be required to work during the vacation period, the employee will be notified as soon as reasonably possible thereafter.

The Company will advise employees of the winter shut-down-period by October 15th.

The Company agrees to provide at least four (4) weeks' notice of vacation during the winter months.

Once the Company has officially scheduled an employee for their vacation period, such vacation period will not be changed without the employee's consent.

While the special request of an employee for unusual vacation arrangements and/or a leave of absence may be lodged in writing by such employee with the Personnel Department, the outcome of such request must depend on the Company's decision. Such special vacation request must be made by March 15th, or for winter vacations by October 25th of the particular year.

The Company will reply to such special requests within fifteen (15) week-days from the dates mentioned above.

14.11 - The Company will provide an employee with his/her vacation pay prior to the commencement of the employee's vacation.

## **ARTICLE 15 - WAGE RATES**

**Note: This Article does not apply to Drivers.**

15.01 - Wage scale as set out in Schedule "A" hereto shall apply to all employees during the term of this agreement.

Probationers, as defined in Section 8.08 of this agreement, shall receive five (5) cents per hour less than rates set out in Schedule "A" during their probationary period.

15.02 -

- (a) if, after meeting to discuss the rate assigned by the Company to a position not included in Schedule "A", the Union does not agree with the rate they may, within ten (10) working days of the meeting, file a grievance outlining why they consider the Company position to be incorrect and stating what it considers to be the correct rate and the reasons therefore.
- (b) Such grievance shall be dealt with at Step 2 of the Grievance

procedure, and may thereafter, if unresolved, be processed to arbitration.

Should the matter reach arbitration, the jurisdiction of the Board shall be confined to confirming the pay rate attached by the Company or to establish some other rate which would be based upon and within the existing pay range in Schedule "A".

## **ARTICLE 16 - SHIFT PREMIUM**

Note: This Article does not apply to Drivers.

16.01 -

- (a) A separately calculated premium of forty (40) cents per hour shall be paid for all hours worked on a second shift effective November 1, 1992. Effective November 1, 1993 this premium shall increase to forty-three (43) cents per hour. Effective November 1, 1994 this premium shall increase to forty-six (46) cents per hour.
- (b) A separately calculated premium of fifty-five (55) cents per hour shall be paid for all hours worked on a third shift effective November 1, 1992. Effective November 1, 1993 this premium shall increase to fifty-eight (58) cents per hour. Effective November 1, 1994 this premium shall increase to sixty-one (61) cents per hour.

16.02 - Shift premiums will not be paid to Truck Drivers, except in the case of one driver only, during the period he/she is scheduled to act as the yard jockey.

16.03 - A second shift is any shift starting at 2:00 p.m. or at any later time up to 10:00 p.m. A third shift is any shift starting at 10:00 p.m. or at any later time up to 6:00 a.m.

16.04 - A second shift premium will be paid to an employee when the majority of his/her regular scheduled hours worked falls between 2:00 p.m. and 10:00 p.m., and third shift premium will be

paid to an employee when the majority of his/her regular scheduled hours worked falls between 10:00 p.m. and 6:00 a.m. of the following day.

16.05 - Shift work employees who are required to work additional hours prior to the start and/or following the finish of the particular shift on which they are scheduled to work, shall receive the shift premium that would ordinarily apply to other shift work employees working at the time such additional hours are being worked.

## **ARTICLE 17 - HOURS OF WORK**

**Note: This Article does not apply to Drivers.**

17.01 - The normal regular hours of work, except the drivers of the Transport Division and the Warehouse Division, shall be forty (40) hours per week, consisting of eight (8) hours per day, Sunday 2300 hours to Friday 2300 hours, inclusive.

The normal regular hours of work for the Warehouse Division shall be forty-two and one-half (42 1/2) hours per week, consisting of eight and one-half (8 1/2) hours per day, Sunday 2300 hours to Friday 2300 hours, inclusive.

For the purpose of pay computation the work week shall be considered as starting 2300 hours Sunday and ending 2300 hours the following Sunday. All regular shifts belong to the calendar day in which they start. However, pay for hours worked prior to 2300 hours Sunday but belonging to the shift of a Monday shall be included in the pay week starting at 2300 hours on that day.

17.02 - The Company does not guarantee to provide employment or work for normal hours or for any other hours.

17.03 - A part-time employee shall be an employee working twenty-four (24) hours or less per week. Part-time employees shall receive the same minimum scale applicable to employees under this agreement but not otherwise covered by this agreement.



17.04 - If an employee has left the Refinery following completion of his/her regular daily or weekly employment and is called back to work after so leaving, he/she shall receive minimum pay for each such call back equivalent to three (3) hours at time and one-half (1 1/2).

17.05 - Where an employee is required to change shifts during his/her regular scheduled shift period, Monday to Friday, he/she shall be entitled to at least twelve (12) hours off work from the completion of his/her regular shift to the commencement of his/her reassigned shift. This does not apply to Sunday night shift change.

## **ARTICLE 18 - OVERTIME**

18.01 - All overtime required to be worked in a classification named in Schedule "A" of this agreement shall first be offered to the employees in the classification starting with the employee with the least accrued overtime hours.

If employees in the classification where the overtime is required decline to work the overtime, it will be offered to a qualified available employee (s) with the least accrued overtime hours within the department before the offer is made to employees outside the department.

The following principles shall be adopted with respect to overtime:

- (a) An employee who declines overtime opportunity will be charged with the amount of the scheduled overtime as if he/she had worked.
- (b) An employee who works overtime in either his/her classification or another classification will be charged the overtime.
- (c) An employee who transfers from one classification to another through the job posting procedure or a new employee will assume the lowest accumulation of overtime in the new classification in place of their accumulation prior to transfer.

- (d) An employee who is absent for whatever reason, except vacation (not including leave of absence extensions) and Union business will be charged with offered overtime as if he/she had been at work and declined.

Notwithstanding the above principles, the parties understand and agree that local arrangements exist with respect to overtime allocation. Further, overtime **hours** shall be posted and at January 1st each year all overtime records shall be considered at zero "0".

18.02 -

- (a) (i) Payment of overtime shall be provided on a daily basis 2300 hours Sunday to 2300 hours Friday, inclusive, calculated after eight (8) hours worked in the case of the refinery, motor mechanics and cleaner-serviceman **of** the Transport Division in any one (1) day.
- (ii) After nine (9) hours 2300 hours Sunday to 2300 hours Thursday have been worked in the case of all drivers in the Transport Division and eight (8) hours on Friday.
- (iii) After eight and one-half (8 1/2) hours have been worked in any one (1) day in the case of Warehouse employees 2300 hours Sunday to 2300 hours Friday.
- (b) Payment of double time will be provided on a daily basis Monday to Friday, inclusive, calculated after twelve (12) hours worked in any one day.
- (c) All continuous hours worked, in any twenty-four (24) hour period, shall be paid in accordance with Article 18.02 (a).
- (d) Regular full-time employees will be given the first opportunity to work overtime within their department, provided they can perform the work required, before such work is offered to student employees.

18.03 -

- (a) **All** scheduled overtime work on Saturday will be paid at the rate of **time** and one-half (1 1/2) for the first eight (8) hours and double time thereafter. Effective November 1, 1992 **all**

time and one-half (1 1/2) hours worked on a Saturday will be paid \$5.00 per hour extra increasing to \$6.00 effective November 1, 1993, and \$7.50 effective November 1, 1994. Double time shall be paid for all scheduled overtime worked on Sunday. In either event such premium rate shall not apply to work performed during normal regular hours of work.

- (b) **A** Saturday or a Sunday for the purpose of this clause shall be defined as 2300 hours to 2300 hours on the following day for all employees.
- (c) Where an employee is scheduled to work a twelve (12) hour shift on any day and such overtime is cancelled by the Company after the sixth (6th) hour of his/her regular work day, provided the employee is at work during his/her regular eight (8) hour period, he/she shall receive the supper allowance as provided hereinafter.

**18.04** – There shall be no pyramiding of overtime payment.

**18.05** – The Company will endeavour to give notice of overtime requirements for a Saturday, Sunday or holiday, three (3) days in advance.

## **ARTICLE 19 - STUDENTS**

**19.01** –

- (a) For all students the rate of pay will be 70% of the rate of pay of the job classification being worked, as in Schedule “A” - Wage Rates and Classifications.
- (b) Students will be hired for vacation relief during the period May 1 to September 15. All other vacation periods, the students hired should relate to the number of regular employees taking vacation.
- (c) Students will from time to time undertake assignments as mutually agreed between the Company and the Union.

- (d) Students will primarily be assigned to lower wage classifications.
- (e) Scheduling of students will be referred to the Labour Management Committee.
- (f) Students will have only the following articles in the collective agreement apply to their employment: Articles 4, 10, 13, 14.01 (only), 15, 16, 17, 18, 19 - 22, and 24, Schedule "A".
- (g) Article 4.02 is also an exception and will not be repeated with each hire.
- (h) In no circumstances shall the time spent in employment by a student be considered as counting toward seniority.

## **ARTICLE 20 - MEAL ALLOWANCE**

### **Note: This Article does not apply to Drivers**

20.01 - If an employee works two (2) hours or more of overtime, Monday to Friday, or in excess of ten (10) hours on a (Saturday, Sunday or Statutory Holiday), such employee shall be entitled to a meal allowance of \$6.50 effective November 1, 1992.

## **ARTICLE 21 - BEREAVEMENT LEAVE**

21.01 - In the event of a death in the employee's immediate family (employee's parents, sister or brother, spouse, children, grandchildren, mother-in-law or father-in-law) the employee shall be entitled to be absent from work for a period of three (3) regular working days, when such absence is necessary to make arrangements for and attend the funeral. During such absence the employee shall be compensated at his/her straight time hourly rate for such regular working time lost.

21.02 - An employee who will not be able to attend the funeral of a member of their immediate family or in the event the employee attends the funeral of a grandparent, brother/sister-in-law, shall, if he/she requires time off during their scheduled working hours, be

granted a maximum of one (1) day's leave with pay for such purpose provided the Company is supplied with proper proof of such death.

## **ARTICLE 22 - LEAVE OF ABSENCE**

22.01 – Leave of absence shall be granted to elected representatives of the Union for the conduct of Union business without pay and without loss of seniority provided the granting of such leave does not interfere with the Company's obligation to maintain an efficient working force and provided the request for leave is requested in writing by the Secretary of the Local Union not less than forty-eight (48) hours from the date thereof.

22.02 - Maternity leave shall be granted without pay in accordance with the Employment Standards Act.

22.03 - In the event that an employee is called for Jury Duty, the Company will compensate him/her for loss of earnings by an amount equal to the difference between their jury pay and their standard pay, provided the employee:

- (a) notifies the Company immediately of the jury call;
- (b) returns to work during the jury service at every reasonable opportunity; and
- (c) provides evidence to the Company of the jury pay.

## **ARTICLE 23 - SAFETY AND HEALTH**

23.01 – In the event that an employee is sent home **by** the management because of industrial **injury**, he/she shall be paid for the balance of the shift during which he/she was sent home. The Company will provide transportation for an injured employee. In the event that an employee, due to **an** accident in the plant, has to leave to go to the hospital for x-ray or treatment for which he/she does not receive compensation under the Workers' Compensation **Act**, then the Company shall compensate such employee for the time lost upon presentation of a certificate from the hospital.

**23.02** – The Company agrees to the institution of a Safety Committee which will be representative of both parties and such Committee will report directly to the Refinery Manager. Also, the committee will agree to its own terms of reference and be responsible for ensuring an adequate follow-up procedure.

**23.03** – It is agreed that the provisions of safety prescription glasses where the Company requires such safety glasses to be worn, will be provided for by the Company. It is agreed, too, that the employee will provide the necessary prescription for the glasses.

**23.04** – It shall be mandatory to wear safety footwear and the protective equipment provided by the Company while at work. The Company shall contribute, effective from November 1, **1992**, seventy-five dollars (\$75.00) maximum toward the purchase of safety footwear once each twelve-month period, commencing from the date of **an** employee's last purchase as recorded by the Industrial Relations Department. Effective November 1, **1993** their allowance shall increase to eighty dollars (\$80.00). Effective November 1, **1994** their allowance shall increase to eight-five (\$85.00).

Also, **work** gloves will be provided by the Company and will be replaced when required. **The** employee, however, will be responsible for ensuring he/she retains their **work** gloves for replacement purposes.

**23.05** – An employee who is requested to take the St. John Ambulance Course on their own time will be reimbursed to the extent of two (**2**) hours of regular basic wages for each attendance that is sixteen (**16**) hours maximum per course, provided he/she shows proof of attendance and passes the required tests for their certificate. No travelling expenses will be paid.

**23.06** – The Company will make reasonable provision for the safety of its employees during the hours of their employment. It is understood that the Union may request a meeting with the Company for the purpose of raising a question of safety.

## ARTICLE 24 - EMPLOYEE BENEFITS

24.01 - The Company will provide the following benefits for each employed employee who has completed three (3) months of continuous service with the Company and will contribute toward each premium as provide herein.

- (a) Equivalent to Canada Life (semi-private)- 100% of premium cost.
- (b) Major Medical Expenses - The Company will provide, at no cost to an employee, benefits at least similar to those of the Canada Life Extended Health Care (Drug Plan) as outlined in the employee booklet. This plan will have a ten dollar/twenty dollar (\$10.00/\$20.00) single and family deductible feature.
- (c) Dental Plan:
  - (i) Effective November 1, 1992 or as soon as possible, the 1991 O.D.A. Schedule of Fees shall apply.  
  
Effective November 1, 1993 or as soon as possible thereafter, the 1992 O.D.A. Schedule of Fees shall apply.  
  
Effective November 1, 1994 or as soon as possible thereafter, the 1993 O.D.A. Schedule of Fees shall apply.
  - (ii) The Plan shall include, effective November 1, 1990 a lifetime orthodontic maximum of \$1,500.00.
  - (iii) The existing Plan will accept the charges of licensed "Denturists" for dental work.
- (d) Group Life Insurance:  
The Company will pay 100% of premium cost to provide \$27,000.00 of insurance effective November 1, 1992; \$29,000.00 of insurance effective November 1, 1993; and \$31,000.00 of insurance effective November 1, 1994. These amounts apply only to employees at work on November 1, 1988.

(e) Weekly Indemnity:

The Company will pay 100% of premium cost to provide eligible employees with benefits of sixty-six and two-thirds percent (66 2/3%) of their regular weekly earnings based upon their normal regular hours (Article 16 refers) multiplied by their basic hourly wage rate, excluding premiums.

Note: For the purpose only of making this calculation, the weekly earnings for Drivers shall be:

November 1, 1992	\$844.13
November 1, 1993	\$869.46
November 1, 1994	\$899.89

These benefits come into effect on the first (1st) day of absence due to accident or being hospitalized or on the fourth (4th) day of absence due to sickness (meaning payment on the 4th day) as the case may be, for a period of twenty-six (26) weeks.

Notwithstanding any of the above statements or those contained in the employee booklet, the liability of the Company shall be limited to the specific benefits and eligibility requirements as outlined in the carriers' contracts, which shall govern in the event of a dispute of any kind.

The Union acknowledges the right of the Company to select any insurance carrier to provide these benefits and the right of the Company to change any carrier at any time provided only that the benefits shall not be less than those being provided.

The Company agrees to provide the Union copies of the Insurance agreements covering privately purchased benefits.

(f) Long Term Disability:

(i) The Company will provide, at no cost to the employee, Long Term Disability Insurance equivalent to:

(a) New claims after November 1, 1992 -  
\$850.00 per month.



- (b) New claims after November 1, 1993 - \$875.00 per month.
- (c) New claims after November 1, 1994 - \$900.00 per month.

To qualify for the above benefit an employee must have completed full five (5) years of active employment with the Company, and otherwise be eligible in accordance with the terms set out in the Employee Booklet.

- (ii) This benefit is provided with no C.P.P. off-set.
- (iii) Effective November 11, 1990, present claim payments will increase by 50% of proposed increase.

(g) Vision Care:

The Company will provide a Vision Care Plan for registered (TDI) dependants only. The Plan will contribute one-hundred and twenty dollars (**\$120.00**) each twenty-four (24) month period toward the cost of required prescription glasses. Effective November 1, 1993 this amount will increase to one-hundred and thirty (\$130.00) dollars. Effective November 1, 1994 this amount will increase to one-hundred and forty (\$140.00) dollars.

## ARTICLE 25 - DURATION OF AGREEMENT

**25.01** - This agreement shall come into effect from the date of its signing by the parties, except that wages shall have retroactivity in accordance with the Memorandum of Agreement.

This agreement shall come into effect upon signing by both parties and shall expire October 31, 1995, and shall renew year to year thereafter unless either party gives notice to the other party hereto of an intent to terminate or amend this agreement. Such notice shall be given in writing not earlier than sixty (60) days and at least thirty (30) days before the expiry date of this agreement or the anniversary date of any subsequent period in which this agreement remains in force. The parties agree to meet within ten (10) days after the giving of such notice.

**IN WITNESS WHEREOF** the parties hereto have executed this agreement on the 28th day of October, 1992, at Toronto, Ontario

FOR THE COMPANY:

Peter Sharpe  
Ken O'Malley  
**Frank** MacLachlan

FOR THE UNION:

David Morin  
Doug Marr  
Jubal Phillips  
Ross Laing

Attached as Appendix "A" is an agreement entered into by the Company and the Union.

### SCHEDULE "A"

#### WAGE RATES AND CLASSIFICATIONS

The following minimum wage rates for the respective classification shall be effective from the date indicated:

	Hourly Rates Effective			
	May 1/92	Nov 1/92	Nov 1/93	Nov 1/94
<b>Raw Sugar Dept.</b>				
Raw Sugar Operator	\$16.37	\$16.86	\$17.37	\$17.98
<b>Process Dept.</b>				
Cleaner	\$16.00	\$16.48	\$16.97	\$17.56
Pan Helper	\$16.17	\$16.66	\$17.16	\$17.76
Utility Operator	\$16.17	\$16.66	\$17.16	\$17.76
Payloader & Tunnel Operator	\$16.37	\$16.86	\$17.37	\$17.98
Brown Sugar Centrifugal Operator	\$16.51	\$17.01	\$17.52	\$18.13
Cisterns	\$16.51	\$17.01	\$17.52	\$18.13
Bulk/Liquid Loaders	\$16.62	\$17.12	\$17.63	\$18.25
Pump Operator	\$17.03	\$17.54	\$18.07	\$18.70
Melter	\$17.03	\$17.54	\$18.07	\$18.70
Press Operator	\$17.03	\$17.54	\$18.07	\$18.70
Granulator Operator	\$17.09	\$17.60	\$18.13	\$18.76
Screen Floor Attendant	\$17.09	\$17.60	\$18.13	\$18.76

Hourly Rates Effective

May 1992    Nov 1992    Nov 1993    Nov 1994

**Process Dept. continued**

White Sugar Centrifugal Operator	\$17.09	\$17.60	\$18.13	\$18.76
Control Room Operator	\$17.19	\$17.71	\$18.24	\$18.88
Kiln Operator	\$17.19	\$17.71	\$18.24	\$18.88
Liquid Room Operator	\$17.19	\$17.71	\$18.24	\$18.88
Liquid Sugar Operator	\$17.51	\$18.04	\$18.58	\$19.23

**Laboratory Dept.**

Benchman Sr.	\$17.37	\$17.89	\$18.43	\$19.08
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**Engineering Dept.**

Stock Room Attendant	\$16.37	\$16.86	\$17.37	\$17.98
Oiler/Maintenance	\$16.96	\$17.47	\$17.99	\$18.62
General Maintenance Helper	\$16.96	\$17.47	\$17.99	\$18.62
Stock Room Assistant	\$17.19	\$17.71	\$18.24	\$18.88
General Maintenance	\$17.49	\$18.01	\$18.55	\$19.20

**Packaging Dept.**

Cleaners	\$16.00	\$16.48	\$16.97	\$17.56
Scale Operator	\$16.24	\$16.73	\$17.23	\$17.83
40 kg Icing Operator	\$16.37	\$16.86	\$17.37	\$17.98
I.S.E. Line	\$16.37	\$16.86	\$17.37	\$17.98
1kg/500 gm Icing Operator	\$16.37	\$16.86	\$17.37	\$17.98
Ropak Operator	\$16.37	\$16.86	\$17.37	\$17.98
40 kg Brown Operator	\$16.37	\$16.86	\$17.37	\$17.98
Valve Pack Operator	\$16.40	\$16.89	\$17.40	\$18.01
Palletizer Operator	\$16.51	\$17.01	\$17.52	\$18.13
Blender Operator	\$16.53	\$17.03	\$17.54	\$18.15
1/2/4 Kilo Operator	\$16.53	\$17.03	\$17.54	\$18.15
Empty Container Handler	\$16.88	\$17.39	\$17.91	\$18.54
I.B.C. Operator	\$17.10	\$17.61	\$18.14	\$18.77
Transwrap/Grisswold	\$17.14	\$17.65	\$18.18	\$18.82
2kg Sig Operator	\$17.14	\$17.65	\$18.18	\$18.82

Hourly Rates Effective

	May 1/92	Nov 1/92	Nov 1/93	Nov 1/94
<b>Warehouse</b>				
Warehouseman	\$16.37	\$16.86	\$17.37	\$17.98
Lift-Truck Operator	\$16.74	\$17.24	\$17.76	\$18.38
High Lift-Truck Operator	\$17.01	\$17.52	\$18.05	\$18.68
Melter Operator	\$17.03	\$17.54	\$18.07	\$18.70
Checker	\$17.19	\$17.71	\$18.24	\$18.88
<b>Transport Dept. - Special</b>				
Cleaner/serviceman	\$16.62	\$17.12	\$17.63	\$18.25
Motor Mechanic	\$18.70	\$19.26	\$19.84	\$20.53
Night Loader	\$17.80	\$18.33	\$18.88	\$19.54
<b>Transport Dept. - Drivers</b>				
Bereavement Leave	\$168.92	\$173.99	\$179.21	\$185.48
Load Cancellation	\$ 84.46	\$ 86.99	\$ 89.60	\$ 92.74
Holiday	\$168.92	\$173.99	\$179.21	\$185.48
Joyceville	\$168.92	\$173.99	\$179.21	\$185.48
Pensionable Earnings	\$783.22	\$806.72	\$830.92	\$860.00
E.S.P.P.	\$783.22	\$806.72	\$830.92	\$860.00