

AGREEMENT BETWEEN:

ROGERS SUGAR LTD.

VANCOUVER

AND

RETAIL WHOLESALE UNION

LOCAL 517

Term of Agreement:

March 1st, 1999

TO

February 28th, 2003

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THIS AGREEMENT entered into this **23rd** day of **June, 1999**.

BETWEEN:

ROGERS SUGAR LTD. (VANCOUVER)

(hereinafter referred to as the "Company")

OF THE FIRST PART;

AND:

RETAIL WHOLESALE UNION LOCAL 517

(hereinafter referred to as the "Union")

OF THE SECOND PART;

WITNESSETH:

WHEREAS it is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economic relationships between the Employees and the Company and will set forth basically herein the rates of pay, hours of work and conditions of employment to be observed between the parties hereto.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

ARTICLE 1 DEFINITION

1:01 Employee

The term "employee" as used in this Collective Agreement includes all male and female employees of the Company paid on an hourly basis, determined by the Labour Relations Board of British Columbia, as a unit appropriate for collective bargaining and defined in the Board's Certification of May 22, 1947, and as varied by the Board.

1:02. Disturbance

Should a disturbance of any kind arise at the plant, the watchmen shall continue to perform their regular duties.

1:03. Pronoun

The masculine pronoun shall include the feminine.

ARTICLE 2

UNION RECOGNITION

2:01 Bargaining Agency

The Company recognizes the Union as the sole collective bargaining agency for the employees, as defined in Article 1, and agrees to negotiate with the Committee selected by the Union, looking toward a peaceful and amicable settlement of any differences that may arise between the Company and the Union.

2:02 Union Activities

There shall be no discrimination against any member of the Union because of Union activities.

2:03 Bulletin Boards

The Company shall grant the Union the right to place bulletin boards in agreed upon places in the Plant for the purposes of posting Union notices, copies of this Collective Agreement and official papers. All such material must be posted only upon the authority of officially designated representatives of the Union. It is further agreed that these bulletin boards will not be used for disseminating political or advertising matter of any kind not pertaining to the Union.

2:04 Collective Agreement Binding

- (a) This Collective Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event the entire operation or any part thereof, which is covered by this Collective Agreement is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, or another Limited Company is set up to perform any of the functions previously performed by the Company covered herein, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

- (b) If at any time the Company intends to sell, transfer or lease the entire operation, or any part thereof, it shall give notice of the existence of this Collective Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this Collective Agreement or any part thereof. Such notice shall be in writing with a copy to the Union, not later than the effective date of sale.

ARTICLE 3 UNION SECURITY

3:01 Members of Union

All employees now members of the Union shall as a condition of employment remain members of the Union. All new employees, as a condition of employment shall become and remain members of the Union upon completion of five (5) days service with the Company. All employees as a condition of employment shall pay dues.

3:02 Union Dues

- (a) Upon written authorization by the employee, the Company agrees to deduct by the 15th day of each month out of the wages due to such employee, the monthly Union dues and initiation fees of such employee.

All Union dues and initiation fees so deducted shall be remitted by the Company to the Secretary of the Union within seven (7) days after the date of the said deduction together with a list of the names of the employees from whom deductions were made.

- (b) The Company agrees to submit deductions and names in alphabetical order on forms to be supplied by the Union providing an explanation for each employee for whom deductions were not made, i.e.

- Laid off temporarily
- Retired
- Deceased
- Voluntary termination
- Discharged

3:03 Supervisors

It is recognized that Supervisors are excluded from the provisions of this Collective Agreement and accordingly it is improper for them to do the kind of work which is normally done by employees covered by this Collective Agreement.

It is also recognized that for the practical and efficient operation of the plant there are occasions when a supervisor must help. Such occasions must be temporary in nature and must not result in the displacement or exclusion of employees under this Collective Agreement.

ARTICLE 4 MANAGEMENT

The management of the refinery and direction of the employees including the right to hire, suspend, discharge, dismiss for proper cause, to maintain discipline and efficiency of employees and to relieve employees from duties because of lack of work are vested exclusively in the Company, providing however, that this will not be used for purposes of discrimination against employees because of Union activities. All matters concerning the operation of the Company's business not specifically dealt with herein shall be reserved to the Company and be its sole responsibility. It is understood that Company powers in this Section cannot be exercised in any way inconsistent with or in violation of any of the provisions of this Collective Agreement.

ARTICLE 5 HOURS OF WORK

5:01 Standard Work Hours

The Company and the Union agree that:

- (a) The standard work day shall consist of eight (8) hours and the standard work week shall consist of forty (40) hours Monday to Friday inclusive. It is understood each employee's work schedule shall provide for five (5) consecutive shifts with the same starting and stopping times. Hours of work shall provide for a lunch period of one-half (1/2) hour to commence between 4 to 5 hours after start of shift. Shifts will commence as follows:

Day Shift:	07:00
Afternoon Shift:	15:00
Night Shift:	23:00

The Company may vary an employee(s)' designated shift start time by up to two (2) hours to meet operational requirements.

- (b) Boat Shift hours will be aligned in accordance with those of the Longshoremen where required to unload the boats.
- (c) **For the purpose of calculating weekly earnings**, a week is defined as a period from 2300 hours Saturday to 2300 hours the following Saturday.

- (d) Work schedules will be posted each week by 1400 hours Thursday and shall cover a three-week period. Changes for the first week's schedule may be made without paying overtime penalty rates up to 2300 hours of the Saturday prior to the commencement of the schedule, if required because of absenteeism. The second and third week's schedules are posted for information only and changes can be made at any time without penalty.

5:02 Overtime Paid

- (a) Overtime rates of two (2) times the regular rate of pay shall be paid for all time worked in excess of the eight (8) hours per day or forty (40) hours per week.
- (b) Exceptions to the above 5:01 and 5:02 (a) are:

Watchmen and Power House employees whose services are regularly required on weekends, will be paid the regular rates of pay for work done on Saturday and Sunday, but in no case will they work more than eight (8) hours per shift or forty (40) hours per week without overtime rates being paid. In addition, all regular shift work commences at 2300 hours Sunday.

- (c) If an employee's shift is changed, all hours worked on the first shift will be paid at the overtime rate of two (2x) times the regular job rate. The employee's shift may be changed back to the regular shift during the week with no additional penalty.

Overtime shall be paid for all hours worked in excess of or outside the employee(s)' designated shift start time.

It is understood that an employee shall be paid overtime for a shift change as outlined above and if as a result of such change works in excess of forty (40) hours per week or eight (8) hours per day, overtime premium shall apply for all hours in excess.

- (d) Exceptions to 5:02 (c) above:
 - (i) The first day of employment for all newly hired employees will be day shift for orientation purposes. The shift of the employee(s) may be changed the following day for the remainder of the week without paying an overtime penalty rate.
 - (ii) Where an employee is undergoing training for a rated position, the Company may change the employee's shift once during the week without overtime penalty.

- (iii) During any period when a boat is not being unloaded employees scheduled to work on raw sugar boat unloading may request to change from boat shift operating hours to regular shift operating hours. Such a change in shift scheduling will not entitle the employee to the overtime rate of pay.
 - (iv) When two employees with consent of the Company agree to exchange working time, there shall be no overtime paid to either employee for time so worked.
- (e) The Company and the Union agree that employees who work overtime may, in lieu of receiving overtime pay, bank their overtime hours for the purpose of taking time off at a later date. This arrangement will be subject to the following:
- (i) Overtime hours worked will be banked at the applicable rate, i.e., one hour worked at double time will earn two hours in the bank at straight time.
 - (ii) An employee may bank up to forty (40) straight time hours earned **in any one year period December 1 to November 30**. Any overtime hours exceeding this limit will be paid out as wages in the normal fashion.
 - (iii) **Overtime banked** must be taken in the form of time off **in the following year (between December 1 of the same calendar year and November 30 of the following calendar year)**. Any banked overtime remaining **on November 30 of the following year** will be paid out in the next pay period.
 - (iv) Employees who opt to bank their overtime hours will indicate their preference to their supervisor **by no later than the day the overtime is worked**.
 - (v) The Company reserves the right to **pay out any balance of banked hours in excess of 40 hours every November 30 if time off during the preceding year could not be granted** due to operational requirements.

5:03 Statutory Holidays

- (a) Two (2x) times the regular rate of pay shall be paid for all work performed on Saturday and Sunday, except as provided for in 5:02 (b).
- (b) The following are declared Statutory Holidays:

- New Years Day	- Labour Day
- Good Friday or Easter Monday	- Thanksgiving Day
- Victoria Day	- Remembrance Day
- Canada Day	- 24 December
- B.C. Day	- Christmas Day
	- Boxing Day

 and two (2) others if so proclaimed by the Federal or Provincial Government.

When required to work on any one of the preceding statutory holidays, overtime rates of two (2x) times the regular rate of pay will be paid for all hours worked plus eight (8) hour statutory holiday pay at the regular rate of pay.

When not required to work on any one of the preceding statutory holidays, employees shall be paid for eight (8) hours at their regular rate of pay.

Boat Crew, Watchmen, and Power House employees whose services are required on statutory holidays will be paid at overtime rates of two times the regular rate of pay for all hours worked plus the choice of:

- (i) An additional day's regular pay.
 - (ii) An additional day off with eight hour's regular pay at a time to be mutually arranged between the employee and the company.
- (c) Employees off work on leave of absence for a period of one hundred and twenty (120) hours or more during which a statutory holiday occurs will not receive pay for the statutory holidays.
 - (d) In order to receive holiday pay under the provisions of subsection (b), a regular employee must complete both his last scheduled shift the week previous to the holiday and on his first scheduled shift following the holiday unless he has received leave of absence or can substantiate upon return to work that he was under a doctor's care and unable to work for medical reasons.
 - (e) A regular employee laid off work in the week of, or in the week immediately preceding the week in which a statutory holiday falls and is not called back to work within thirty (30) days after lay-off, will not be entitled to statutory holiday pay.
 - (f) When a holiday listed in 5:03 (b) falls on an employee's regular day off or during the time they are on annual vacation, statutory holiday pay will not be paid at that time but the employee will be given another day off with pay at the straight time rate of eight (8) hours at their rate of pay at the time the holiday is taken. It is understood that this day off will be taken at a time when it does not interfere with the operation or maintenance of the plant.

5:04 Stats. on Saturday & Sunday

When a holiday mentioned above in 5:03 (b) falls on a Saturday or Sunday, and it is customarily observed on a Friday or Monday, such Friday or Monday shall be considered a holiday under the terms of this Collective Agreement.

5:05 Call-in Pay

All employees called in to work and receiving less than four (4) hours work shall be paid for four (4) hours.

5:06 Working through Lunch

- (a) In the case of an emergency, should an employee be asked to forego his meal period, work performed after five (5) consecutive hours without a meal period shall be paid for at the rate of two (2) times the regular hourly rate. It is understood that no one shall be called back after the supper period for less than two (2) hours service or pay equivalent thereto.
- (b) Employees working on straight time shifts shall be responsible to fit in their meal break within three to five hours after their starting time. If, by the end of four hours, the employee thinks that he will be unable to do this, he shall advise his supervisor of this fact and a meal break scheduled during the fifth hour. If requested to work beyond five hours without a meal break, then 5:06 (a) would apply.

5:07 Change in Hours

The Company and the Union Committee shall by mutual agreement only arrange for any changes in the starting and stopping time of hours of work and for meal period.

5:08 Rest Periods

All employees shall be entitled to a paid fifteen (15) minute rest period during each half of their designated shift. Any employee who reports for work more than 1 1/2 hours after their designated starting time will not be entitled to a paid fifteen (15) minute rest period during that half shift. It is further understood an employee is entitled to a paid fifteen (15) minute rest period for each two (2) hours of overtime work.

5:09 Shift Premiums

- (a) Employees working on an afternoon shift shall receive a shift bonus of sixty cents (60¢) per hour and employees working on a night shift shall receive a shift bonus of eighty cents (80¢) per hour.
- (b) Power House employees will receive an additional shift bonus of seventy-five cents (75¢) per hour for all hours worked between 2300 hours Saturday to 2300 hours Sunday.

5:10 Emergencies

In the case of an emergency, if an employee is recalled to work while on vacation or accumulated time off, he will be paid two (2x) times his regular rate of pay for all hours worked during this recall period. The cancelled vacation and accumulated time off pay will not be paid until an equal number of days vacation or accumulated time off are taken at a re-scheduled date.

ARTICLE 6 WAGES

6:01 Rates/Classifications (See Appendix "A")

Wages and classifications of work are attached and known as Appendix "A" and are effective as of the dates set forth in the said Appendix.

6:02 Temporary Change of Job

When an employee is temporarily removed from his regular work and placed on other work for the Company's convenience, he shall be paid his regular rate of pay or the rate of the other work after one (1) hours work at the higher rated job, whichever is greater. It is also agreed that regardless of age or sex, equal pay for equal work will prevail if the work ordinarily carried out can be performed without further assistance.

6:03 Establish/Delete Classifications

- (a) When new job classifications are established as deemed necessary and advisable by the Company, the Union shall be advised. A rate shall be set by the Company, or the Company shall furnish additional help to compensate for additional labour involved. If after a trial period of thirty (30) days, the Union deems the adjustment made by the Company to be unsatisfactory, the dispute shall be settled pursuant to the Grievance Procedure provided.
- (b) When the deletion of existing job classifications are deemed necessary or existing job classifications require changes because of changes in the character of duties and responsibilities, as deemed necessary by the Company, the Union shall be advised of the

contemplated change in writing. Thereafter, a meeting will be arranged between the Company and the Union to discuss such deletion or change. It is understood that the Company will make every effort to make such change or deletion with the least amount of dislocation amongst the employees. If the Union deems the deletion or change to be unsatisfactory, the dispute shall be settled pursuant to the Grievance Procedure herein provided.

6:04 Rates for employees whose job becomes redundant

It is understood any employee whose job classification becomes redundant shall retain his rate until:

- (a) Another job above basic is available. In that event, he must make application and if he qualifies he will be awarded the job. If he does not make application he will revert to the base rate.
- (b) If a job above basic does not become available, he will retain his rate until such time as the base rate equals or exceeds the redundant job classification.

6:05 Rates while Training

It is understood an employee shall retain his current rate of pay while training for job vacancy for which he applied and was awarded.

6:06 WCB Cases

The Company agrees to pay full days wages on the date of an accident for employees having Workers' Compensation Board cases.

**ARTICLE 7
SENIORITY**

7:01 Two Seniority Lists

- (a) There shall be two (2) Seniority Lists of Company employees, one for the production employees and one for the mechanical department except where a lay-off of more than twenty-five (25) employees occurs at which time all employees shall revert to one (1) Seniority List of the Company which shall include all classifications, regardless of crafts and departments. Six (6) copies of said lists to be supplied by the Company to the Union every six (6) months, listing all employees covered by the Collective Agreement. Seniority List to contain the names, classifications, and original date of employment of each employee.

It is understood and agreed that should an employee transfer from the mechanical seniority list to the production seniority list, he shall maintain his total seniority for lay-offs and benefits, however, he shall only use the seniority accrued on the production seniority list for the applications in the production department.

It is further understood and agreed that should an employee transfer from the Production Seniority List to the Mechanical Seniority List, the same shall apply.

- (b) Should a reduction in the number of employees within a job classification take place, the employee so affected will be given a choice of one of the following options:
- (i) Of remaining in the employ of the Company in another job classification provided he has the necessary seniority.
 - (ii) Taking a lay-off, and retaining his seniority as per Article 7 - Seniority, 7:06 (d) and (e).

It is understood that this selection must be made at the time of change and should an employee elect 7:01(b)(ii) he will only be entitled to recall if a vacancy occurs within the job classification for which he elected to take the lay-off.

- (c) When two (2) or more employees are hired on the same day, determination of seniority for those employees will be in succession as their names are drawn from a hat. The seniority determined by the draw shall be effective from date of draw and onward.

7:02 Lay-Offs and Re-hiring

- (a) Length of service shall be the deciding factor governing lay-offs and re-hiring after lay-offs except where by mutual agreement between the Company and the Grievance Committee the senior employee does not have the capabilities to perform the work to be done or in the case of the mechanical department, the senior employee does not have the qualifications.
- (b) If mutual agreement is not reached under the above procedure, then the matter shall be referred to the Company's Labour Relations Representative and a Representative of the Union. If mutual agreement is still not reached, then seniority shall prevail.
- (c) When a lay-off occurs the names of the employees to be laid off will be submitted to the Chairman of the Grievance Committee. The Company shall provide at least two (2) weeks notice or two (2) weeks pay in lieu of notice of lay-off to all employees who have completed their probationary period.

The exceptions to the above shall be causes beyond the control of the Company. In the case of disagreement, the Union shall have the recourse through Article 11 - Grievance Procedure.

7:03 Promotions

- (a) Promotions (other than those covered in Appendix "B") for which a rate higher than basic is paid will be made by the Company on the basis of seniority, taking into consideration qualifications, merit, fitness and ability. If the most senior applicant is not selected, the Company will advise the Union President of its decision prior to the confirmation posting. Should the Union President be unavailable for any reason, a senior Union Officer will be advised in his stead. Such promotions will be considered to be on a temporary basis for thirty (30) days during which the claim, if any, of other employees will be reviewed by the Company and Grievance Committee in an equitable manner and thereafter the job will be confirmed as posted. Failure to agree shall constitute a grievance to be taken up under Article 11 - Grievance Procedure of this Collective Agreement.
- (b) It is agreed that any promotion, demotion or case of discipline for cause will be a matter for discussion between the Company and the Union Grievance Committee, if the Union Grievance Committee consider it is necessary, in such a case, the Committee will give the Company written notice of the matter to be discussed.

7:04 Job Vacancies

- (a) When a job vacancy higher than basic occurs, the job shall be posted on the bulletin board for three (3) working days. Applicants wishing to apply for the position shall make a written request in duplicate, one copy to the Company and one copy to the Vice-President of the Union. Thereafter, within three (3) working days, the Company shall make an appointment. When a senior employee is absent such appointment and all related appointments shall be considered temporary, until the senior employee returns and has had an opportunity to apply as set out below in (b).
- (b) Within five (5) working days of their return to work, employees absent from the Company when a job is posted shall have the right to apply for any job posted in their absence provided they are absent for a period of not greater than nine months.
- (c) Employees who are awarded a posted job are expected to continue in that job for no less than twelve months unless they are unable to continue in that job for medical reasons or unless they are awarded another posting. An employee who continues in the awarded job beyond five days of training and then voluntarily relinquishes the job in less than twelve months, shall not be eligible to apply for another posted job for six months after the date he voluntarily relinquished the awarded job.

7:05 Probationary Period

Employees shall be regarded as temporary for the first three (3) calendar months of employment and during this period employees acquire no seniority or re-employment rights and may be terminated at the Company's discretion. After such period of employment, the names of such employees shall be placed upon the Seniority List in order of date of original hiring. It is understood probationary employees have full rights to the Grievance Procedure of the Collective Agreement.

7:06 Loss of Seniority

Seniority shall be lost if an employee:

- (a) Voluntarily leaves the employ of the Company, or
- (b) Is discharged, or
- (c) Is absent without leave for a period greater than five (5) working days, or
- (d) After lay-off fails to report for work for five (5) working days after being recalled. The Company shall forward a registered letter to the last known address. If the person fails to report for work, he shall forfeit all seniority rights.

- (e) Has been laid off in excess of one year. In such cases, his chances of re-employment will be reviewed after one year by the Company, the Union and the individual concerned. At that time, it will be established to either delete the person's name from the Seniority List and pay him his full severance pay entitlement, or to extend his seniority retention to a maximum of twenty-four (24) months from original date of lay-off.

7:07 Notification of Hiring & Discharges

Names of employees, hired or discharged, and of all employees who have left the employ of the Company of their own accord shall be submitted to the Acting Secretary of the Union each month.

7:08 Temporary Recall

The company may establish a temporary recall list comprised of all laid off employees, for the purposes of temporary recall to Miscellaneous Labour in order to cover absenteeism.

- (a) Where an employee is absent for any reason, the company may call in any employee on the list who is immediately available to perform the work. The company shall contact employees by telephone in order of seniority.
- (b) An employee on the recall list who has been contacted for temporary recall but declined to answer the temporary recall or whom the Company is unable to immediately contact by telephone will be **given 24 hours to respond before being** bypassed for that recall opportunity.
- (c) An employee who has been temporarily recalled will be paid at the classified rate of the job to which he has been recalled. Employees temporarily recalled will not commence receiving benefits under Article 22 until the first of the month following one full month worked under this Section.
- (d) Notwithstanding 7:02(c) above, where an employee is temporarily recalled from layoff to cover absenteeism, no subsequent notice of layoff will be required when the absent employee returns to work and the employee who has been temporarily recalled is laid off again.
- (e) Notwithstanding Article 17, 17:03, an employee who is temporarily recalled will have recall rights extended and severance pay delayed by the amount of time worked during temporary recall.

ARTICLE 8

LEAVES OF ABSENCE

8:01 Requests

- (a) Leaves of absence extending over a period of more than four (4) weeks must be given in writing and in no case issued for more than three (3) months, however, this may be extended upon agreement between the Company and the Union.
- (b) If leave is requested in conjunction with vacation or for extended holiday purposes, such request must be made before February 1st of that year.

8:02 Maternity Leave

A female employee shall be granted maternity and parental leave in accordance with the Employment Standards Act, but with the following modifications included.

- (1) An employee, on her written request, accompanied by a certificate of a medical practitioner stating that the employee is pregnant and estimating the probable date of birth of the child, is entitled to a maternity leave of absence from work, without pay, for a period of up to eighteen (18) consecutive weeks. The unpaid leave of absence will commence eleven (11) weeks prior to the date of indicated date of birth, unless the employee requests in writing at least four (4) weeks prior to the scheduled commencement of leave that she wishes to commence leave at a later date.
- (2) The unpaid leave shall not end before the expiration of six (6) weeks following the actual date of birth of the child unless the employee wishes to return to work, in which case the employee must furnish the Company with the certificate of a medical practitioner stating that the employee is able to resume work.
- (3) The Company may require an employee to commence leave of absence where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a medical practitioner stating that she is able to perform her duties.
- (4) Where an employee gives birth or the pregnancy is terminated before a request for maternity leave is made, the employee shall, upon providing a certificate of a medical practitioner stating that the employee has given birth or the pregnancy was terminated on a specified date, be granted an unpaid leave of absence for up to six weeks, commencing on the specified date.
- (5) Where an employee who has been granted leave of absence under this section is, for reasons related to the birth or the termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the employee shall be granted a further unpaid leave of absence for a period specified by the certificate of a medical practitioner, to a maximum of six (6) consecutive weeks.

8:03 Parental Leave

Employees shall be granted Parental Leave in accordance with the provisions of the Employment Standards Act as specified below:

- (1) An employee, upon written request for parental leave, will be granted an unpaid leave of absence for up to twelve (12) consecutive weeks, commencing:
 - (a) in the case of a natural mother, immediately following the end of the maternity leave taken under 8:01, or
 - (b) in the case of a natural father, following the birth of the child and within the fifty-two (52) week period after the birth date of the new born child, or
 - (c) in the case of an adoptive parent, following the adoption of the child and within the fifty-two (52) week period after the date the adopted child comes into the actual care and custody of the mother and father.

- (2) A request for parental leave must be made at least four weeks prior to commencement of leave, and be accompanied by either:
 - (a) a certificate of a medical practitioner or other evidence stating the date of birth of the child or the probable date of birth of the child, if a certificate has not been provided under 8:02, or
 - (b) a letter from the agency that placed the child providing evidence of the adoption of the child.

- (3) If the new born or adopted child will be at least six (6) months of age at the time the child comes into the actual care and custody of the mother or father, and it is certified by a medical practitioner or the agency that placed the child that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the employee shall be granted a further unpaid parental leave of absence for a period not exceeding a total of five (5) consecutive weeks as specified in the certificate, commencing immediately following the end of the parental leave taken under subsection (2) above.

- (4) An employee's combined entitlement to a Maternity/Parental leave of absence from work under 8:02 and 8:03 shall not exceed thirty-two (32) weeks.

ARTICLE 9 VACATIONS

9:01 General

- (a) The qualifying period for vacations granted in the calendar year are for services rendered during the period ending December 31st of the previous calendar year.
- (b) It is understood that vacation periods will be given to suit the requirements of the Company's operation and may or may not be given in one consecutive period.
- (c) Employees who become entitled to an additional week of vacation on the vacation entitlement schedule (eg. from 2 to 3 weeks vacation after 3 years of service) shall be eligible to take the increment week immediately after passing their personal anniversary date.

If the anniversary date falls in December the increment week must be taken by March 31st of the following year.

- (d) Except for increment years provisions in 9:01 (c) current years vacation entitlement must be taken by 31 December of that year or by the end of the Christmas non-melt period whichever is later. It is understood that if an employee is absent due to illness or on compensation, any vacation entitlement owing will be carried over to the next year, but must be taken before return to work unless a doctor provides a written recommendation that an employee returns to work on a trial basis for a reasonable duration.
- (e) In the year which contains an employee's normal retirement date it is not necessary to pass the individual's anniversary date if such anniversary date would qualify that employee for additional increment entitlement.
- (f) Anniversary date is the original date of employment for current service.
- (g) All requests for vacation weeks submitted by the cut-off date indicated on the vacation request form will be verbally responded to by the last working day of the following month.

9:02 Vacation Entitlement

(a) Vacation Entitlement

Vacations will be granted employees on the following basis:

Cumulative Years of Service Vacation Entitlement

Up to 1 year	1 day per month or fraction thereof to the nearest hour to a maximum of 2 weeks.
1 year or more	2 weeks
3 years or more	3 weeks
9 years or more	4 weeks
16 years or more	5 weeks
23 years or more	6 weeks
30 years or more	7 weeks
35 years or more	8 weeks

(b) Vacation Pay

- (i) Employees who have 40 cumulative working days or less of absence in the qualifying period due to sickness or accident, Leave of Absence, Lay-off up to 40 cumulative working days in a qualifying period or who are on strike or locked out or a combination of the above will receive vacation pay based on the following formula:

Vacation Pay = Vacation entitlement weeks x 40 hours x hourly rate.

- (ii) Employees who have more than 40 cumulative working days of absence in the qualifying period due to sickness or accident, Leave of Absence, Lay-off in excess of 40 cumulative working days in a qualifying period or who are on strike or locked out or a combination of the above will receive payment based on the following formula:

Vacation pay = Vacation Entitlement Weeks x 40 hours x hourly rate x factor

Factor =
$$\frac{250 \text{ minus days absent in excess of 40 days minus lay-off days}}{\text{in excess of 40 days}} \div 250$$

- (iii) If an employee's vacation pay is reduced according to the formula in 9:02 (b)(ii) the employee has the choice of taking his full annual vacation entitlement or working the equivalent of the unpaid portion of his vacation entitlement, (to the nearest full day) for which he will be paid at the appropriate rate(s).
- (iv) For the purpose of this section, Leave of Absence shall not include the short term Leave of Absence for Union Business as per Article 18, 18:01 (b).

9:03 Definition - Winter Months

- (a) It is understood that employees who qualify for four, five, six, seven or eight weeks vacation will take three weeks in the summer and the balance during the winter months as defined in 9:03 (b). If, however, for a special occasion an employee requests his vacation be taken consecutively, reasonable consideration will be given by the Company.
- (b) For purposes of the foregoing, winter months run from the 1st day of October to the 30th day of April inclusive.

9:04 Vacation Pay

Before leaving for their vacations, employees shall be entitled to their vacation pay for the vacation period upon which they are embarking.

**ARTICLE 10
SAFETY AND HEALTH**

10:01 Industrial Health & Safety Committee

- (a) The Union shall be entitled to four (4) representatives to the Industrial Health and Safety Committee. The Union shall, at its discretion, provide alternate representatives. This Committee shall meet not less than once monthly and discharge its duties in accordance with the Workers' Compensation Board Regulations.
- (b) When the secretary of the Health and Safety Committee is a Union member, the Company will provide such individual with the facilities and sufficient time during working hours to write the minutes of the monthly meeting.

10:02 General Provisions

The Company shall continue to make the necessary provisions for the safety and health of its employees at the Plant during the hours of their employment and also maintain clean rest rooms and eating areas. Protective devices, wearing apparel and other equipment necessary to protect its employees from injury shall be provided by the Company.

10:03 First Aid Attendants

It is agreed that First Aid facilities and qualified First Aid Attendants shall be provided as stipulated in the Workers' Compensation Board Regulations.

10:04 W.C.B. Regulations

The Company and the Union agree to abide by all provisions of the Workers' Compensation Board Industrial Health and Safety Regulations.

10:05 Safety Footwear Refund

It will be mandatory to wear Safety Footwear. The Company will reimburse employees an amount up to **one hundred** dollars (**\$100.00**) per contract year on presentation of proof of purchase of safety footwear. Such footwear shall conform to the Workers' Compensation Board standards in that the soles and heels shall be of a material that will not create a danger of slipping and shall provide adequate protection for phalange (toes) and metatarsal (foot) areas in the form of steel toes or other material providing similar protection. Employees who require exemption for medical reasons must provide medical evidence from an orthopedic specialist.

10:06 Transportation for Medical Aid

When an employee is sent from the plant for medical aid by a qualified First Aid Attendant transportation will be provided by the Company at no cost to the employee. If, within 24 hours the employee is sent home or returns to the plant, the Company will reimburse the cost of this transportation on presentation of a receipt.

ARTICLE 11 GRIEVANCE PROCEDURE

11:01 No Work Stoppage

Either of the parties to this Collective Agreement, without stoppage of work, may grieve any matter where a difference arises between the parties relating to the dismissal or discipline of an employee, or to the interpretation, application, operation or alleged violation of this Collective Agreement including a question as to whether or not a matter is arbitrable.

11:02 Grievance Committee

There shall be a Grievance Committee consisting of five (5) employees designated by the Union, who will be afforded such time off as may be required to attend the necessary meetings with the Company. Members of the Grievance Committee who are required as witnesses at Arbitration Hearings shall also be afforded time off with pay.

A memorandum of such grievance and decision shall be kept, one copy to be retained by the Company, one copy to be retained by the Union and one copy to be posted on the Bulletin Board.

11:03 Names of Committee

The Union agrees to advise the Company of names of members of the Grievance Committee in writing as elected or appointed.

11:04 Steps of Grievance Procedure

FIRST STAGE: INITIAL COMPLAINT

The employee with or without a Shop Steward shall bring to the attention of his immediate Supervisor the incident which has resulted in the complaint. A decision by the Supervisor will be rendered within 10 working days.

SECOND STAGE: INVESTIGATION

If the grievance is not satisfactorily settled at the previous stage the employee with or without a Shop Steward or a Refinery Union Official shall refer the matter to either the Process Superintendent, Packaging and Warehouse Superintendent or Mechanical Superintendent for investigation. The investigation will be jointly conducted by the appropriate Superintendent and a Shop Steward or a Refinery Union Official and a decision by the Superintendent will be rendered within 10 working days.

THIRD STAGE: MANAGER, PERSONNEL & INDUSTRIAL RELATIONS

INVESTIGATION AND RESPONSE

If the grievance is not satisfactorily settled at the previous stage the grievance shall be submitted in writing to the Manager, Personnel & Industrial Relations or in his absence, to the Refinery Operations Manager by the Chairman of the Grievance Committee. The written grievance will state the precise nature of the grievance, act or acts complained of, date of occurrence, the clause or clauses of the Collective Agreement considered violated and the manner in which the grievance can be resolved.

Union Policy Grievances shall be submitted in writing to the Manager, Personnel & Industrial Relations at this stage.

Company Policy Grievances shall be submitted in writing to a Union Official at this stage.

The receiver shall respond in writing to the other party within 10 working days of receipt of the written grievance.

FOURTH STAGE: COMPANY/UNION REVIEW COMMITTEE

If the grievance is not satisfactorily settled at the previous stage, the Company and Union Grievance Committee along with a Union Representative will meet and attempt to reach a satisfactory settlement.

The grievor and/or the Shop Steward who was initially involved in the grievance may be present for the first part of the meeting. This part of the meeting is to clarify the facts giving rise to the grievance. After this part of the meeting the grievor will leave and the Company and Union Grievance Committee will then attempt to reach a satisfactory settlement.

FIFTH STAGE: ARBITRATION

(See Letter of Understanding)

If the grievance is not satisfactorily settled at the previous stage the grievance shall be submitted to Arbitration.

The Company and the Union shall first consider the use of the single arbitrator to hear the grievance. However, either party has the right to refer the matter to an Arbitration board to which the Company will nominate one arbitrator and the Union will nominate one arbitrator. Nominations shall be made within ten (10) working days.

The arbitrators shall then attempt to nominate an impartial arbitrator who shall act as Chairman of the Arbitration Committee. Failing to agree upon such impartial arbitrator within a further ten (10) working days the Minister of Labour shall be requested to appoint such impartial arbitrator. The majority decision of the arbitrator(s) shall be final and binding on both parties to the Collective Agreement.

11:05 Time Limits

In the event of an unresolved complaint, either party to this Collective Agreement, must submit the grievance in writing in accordance with the Third Stage of this procedure within sixty (60) days actually worked from the said incident. After submitting the grievance in writing the grievance must be processed through to a settlement or submission of the grievance to Arbitration within a further ninety (90) days actually worked inclusive of the specified time limits prescribed in the fourth & fifth stages of the Grievance Procedure.

If either party fails to act within the specified time limits, or within an agreed upon extension, it will be deemed that that party has withdrawn or abandoned its position and that the position of the other party has been established, except in a case where the Union or the Company withdraws the grievance. Any time limits under this Article may be extended by the mutual agreement of both parties. It is understood that the time limits prescribed by this Collective Agreement are substantive and not procedural.

11:06 Power of Board of Arbitration

It is distinctly understood that any Single Arbitrator or Board of Arbitration is not vested with the power to change, modify or alter this Collective Agreement in any of its parts, the Single Arbitrator or Board may, however, interpret the provisions of this Collective Agreement.

11:07 Employee Notice of Incident

No incident shall be used in any disciplinary action or proceedings against an employee unless said employee has had notice in writing that the incident was being noted for the record. Upon the written request by an employee, he shall be given a written transcript of his discipline file when disciplinary action concerning the employee is initiated.

11:08 No Verbal Warning

No verbal warning shall be used in disciplinary actions or proceedings unless the employee is made aware at the time of the incident that the incident is being noted for the record. Employees are entitled to have a Union Representative present with them at any disciplinary meeting with the Company.

11:09 Discipline Committee

The Company and the Union agree to establish a Discipline Committee, consisting of three (3) members from each side to review and discuss issues related to discipline on an ongoing basis. The committee will meet at times agreed to between the parties.

ARTICLE 12 DISCHARGE CASES

12:01 Reinstatement

In the event an employee is discharged or laid off and he believes that he has been unjustly dealt with, such discharge or lay-off shall constitute a case arising under the method of adjusting grievances herein provided. Written reason for discharge will be provided to the employee within 10 working days, of his discharge.

In the event it should be decided that an injustice has been dealt an employee, the Company shall reinstate such employee and pay full compensation for time lost, or any lesser amount as may be agreed between the Company and the Union, or as may be determined by a Board of Arbitration.

12:02 Complaint in Writing

All complaints about unjust discharge or lay-off must be submitted in writing, within **thirty (30)** days or longer by mutual agreement between the Company and the Union from the date of the discharge or lay-off provided the Grievance Committee has been advised of same by the Company.

ARTICLE 13 GENERAL

13:01 Coveralls and Smocks

The Company agrees to supply and launder and all employees agree to wear either coveralls, shirt and pants or smocks of which three (3) pairs will be available each year.

13:02 Pay Day

The bi-weekly payment of wages for all employees will be by the way of direct deposit to the bank account of the employees' choice by midnight Thursday evening at the latest.

13:03 Courses

- a) Employees attending a training program required by the Company will be paid for class time, to a maximum of forty (40) hours per week, and will be reimbursed the cost of the course and any course materials purchased as a requirement of the course.
- b) Employees attending a training program authorized by the Company will be reimbursed the cost of the course along with the cost of any course materials purchased as a requirement of the course.

Employees shall obtain permission from the Refinery Operations Manager prior to registration for programs in which they seek reimbursement from the Company.

Authorization will only be granted where the course content is required for the employees' job responsibilities.

Reimbursement of course fees will only take place following the successful completion of the course.

ARTICLE 14 JURY DUTY PAY

14:01 Amounts of Pay

An employee summoned to jury duty or subpoenaed as a witness shall be paid wages amounting to the difference between the amount paid them for jury service and the amount they would have earned had they worked on such days. Employees on jury duty shall furnish the Company with such statement of earnings as the Courts may supply.

14:02 Return to Work

Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of the normal shift remains to be worked. Total hours on jury duty and actual work on the job in one day shall not exceed eight (8) hours for purposes of establishing the basic work day. Any time worked on the employee's regular job in excess of the combined total of eight (8) hours shall be considered overtime and paid as such under the Collective Agreement.

**ARTICLE 15
LABOUR DISPUTES**

15:01 Strike Bound Firm

The Company agrees that in the event of a legal strike amongst the employees of a concern with which the Company is doing business it will not ask, require or in any way force or compel members of the Union to service such a strike bound firm by crossing any established legal picket line(s).

Should a question regarding "hot" goods arise it shall immediately be referred by the Union representative to the Company's Manager, Personnel & Industrial Relations for joint discussions and consideration.

**ARTICLE 16
COMPASSIONATE LEAVE**

In the event of a death in a regular employee's immediate family, the employee shall be granted leave of absence as follows:

- Five (5) days leave with pay for immediate family defined as spouse, children & parent.
- Three (3) days leave with pay for immediate family defined as sister, brother, mother-in-law, father-in-law, grandchild, grandparents and other persons wholly supported by the employee and residing in the same household.
- The Company may at its discretion grant compassionate leave in other circumstances.
- The definition of common-law spouse pertaining to the relationship above, should be a person who has co-habited for a minimum of two years.

Should the funeral for a member of the immediate family take place outside the province, an employee may be given five (5) days leave with pay.

In all cases, to qualify for compassionate leave, the employee must attend the funeral and/or memorial service.

ARTICLE 17
SEVERANCE PAY

17:01 Advance Notification

The Union agrees it is the sole right and function of the Company to change methods or facilities and to install equipment of all kinds and to make such other changes in or to its operations as it deems necessary or advisable.

Should the Company decide to install new advanced mechanical equipment, change methods, or close down any of its operations that would result in the termination or lay-off of its employee(s), it will give the Union three (3) months advance notice. It is understood the parties shall discuss the question of retraining or the application of severance pay.

17:02 Re-Training

The Company shall continue the past practice of retraining employees so affected.

17:03 Severance Pay

No termination pay will be paid for service up to one (1) year.

One-half weeks current earnings will be paid for each of the next four (4) years or fractions thereof.

One (1) weeks current earnings for each year or fraction of a year in excess of five (5) years and up to the actual date of termination.

- (a) The above shall not apply when an employee resigns or is discharged for cause.
- (b) The Company and the Union agree to discuss the principle and application of clause (a).
- (c) After an employee has been laid off longer than one (1) year, the employee's name shall be deleted from the Seniority Lists and the Company agrees to pay full severance pay in accordance with the above severance pay formula, except as provided for in Article 7, Seniority, 7:06 (e).

ARTICLE 18
UNION BUSINESS

18:01 Leave for Union Business

- (a) The Company will grant leave of absence without pay for up to two (2) employees who are appointed to the Union Office. The employee who obtains this leave of absence shall return to the Company within thirty (30) calendar days after completion of his term of employment with the Union. It is understood that an employee on such leave of absence shall accumulate seniority for a period up to two (2) years. When said employee returns to active employment with the Company, it will be to the same classification held immediately prior to such leave and the Company may reduce the number of employees in the returning employee's job classification by one employee. Any appointments and related appointments made to fill the vacancy caused by the leave of absence shall be temporary. When the employee returns, all employees holding temporary classifications shall return to their previous classifications.
- (b) The Company will grant leave of absence without pay to employees who are elected as representatives to attend Union meetings and Union conventions of the Retail Wholesale Union in order that they may carry out their duties on behalf of the Union.
- (c) In order for the Company to replace the employee with a competent substitute, it is agreed that before the employee receives this leave of absence, as set forth in Clauses (a) and (b) above, the Company will be given due notice in writing in the case of (a) twenty (20) calendar days and in the case of (b) by Wednesday of the previous week or sooner. For regular monthly meetings, notice will be given by the Wednesday of the previous week.
- (d) If scheduled to work on a day that Company-Union meetings are held for the purposes of negotiating revisions to the Collective Agreement, up to five (5) members of the Union Negotiating Committee will be granted a day off and paid for eight (8) hours at their regular rate of pay. In the event that a member is scheduled on paid time off, he shall be entitled to an alternate day off with pay.

18:02 Pay - Reimbursement for Leave

It is understood and agreed that employees who are granted leave of absence as per 18:01 (b) shall be paid by the Company their regular pay and benefits.

The Company will subsequently bill the Local Union for the cost of such wages plus any payroll deductions and other payroll expenses.

ARTICLE 19
PENSION PLAN

19:01 Effective Date

- (a) Effective as of the first day of December 1970, the liabilities and assets of the Improved Contributory Pension Plan shall be calculated and grouped into two parts as more particularly set forth in the Letter of Understanding entered into between the Company and the Union under the date of the 16th day of April, 1971.
- (b) When the aforementioned division has been made the Company shall create a new Trust fund with the National Trust Company into which shall be transferred that part of the assets of the Improved Contributory Pension Plan which have been allocated to cover those liabilities which apply to the employees at December 1st, 1970 who were then members of the Improved Contributory Pension Plan and members of the Retail Wholesale and Department Store Union, Local 517, plus those former employees who at that date still had a right to a benefit under that Plan and who were immediately prior to last termination of employment members of the Union, plus the contingent annuitants and beneficiaries of those employees and former employees. A new Pension Plan shall be established to set forth the rights and benefits of the present members of the Improved Contributory Pension Plan who are included in the group defined in the immediately preceding sentence. The rights and benefits of such members are to be the same as those rights and benefits to which they are entitled under the Improved Contributory Pension Plan at December 1st, 1970 after giving effect to the 25% bonuses declared by the Company in 1970.
- (c) The Company shall guarantee the benefits payable under the terms of the new Plan up to the minimum levels of benefits provided under the terms of the Improved Contributory Pension Plan at December 1st, 1970 after giving effect to the 25% bonuses declared by the Company in 1970.

19:02 Contributions (1973)

Commencing March 1st, 1973, the Company agrees to increase the contributions to seven percent (7%) of his gross earnings from the Company to the Union Pension Plan.

19:03 Contributions (1976)

Commencing with the 1st day of February 1976 up to and including 31st of January 1977, the Company agrees to make payments to the Retail Wholesale and Department Store Union Pension Trust Fund for each employee working in job classifications covered by the Collective Agreement at the rate of nine percent (9%) of his gross earnings from the Company.

Commencing with the 1st day of February 1977 and for the duration of the current Collective Agreement between the Union and the Company and any renewals or extensions thereof, the Company shall make contributions to the pension fund at the rate of ten percent (10%) of the employee's gross earnings from the Company.

The excess of the foregoing Company rates of contribution over the former rate of Company contribution of seven percent (7%) of employee's gross earnings from the Company, shall be applied toward:

- (a) Reducing the difference between male and female members with respect to the age at which accrued pension credits may become payable without reduction for commencement before age 65 but not earlier than age 60 and/or
- (b) Providing for improvements in pension credits for accrued service with the Company which may include past service credits prior to May 1st, 1969 as well as increases in pension credits accrued since May 1st, 1969 such that the rate or rates of pension credit for such accrued service will not be more than the rate of future service credit adopted for the Plan.

It is agreed that the foregoing shall not reduce the mandatory retirement age.

Provided however, that for the duration of the current Collective Agreement and thereafter during any renewals or extensions thereof while the Anti-Inflation Act of Canada applies, the excess of these contribution rates over the former rate of contribution of seven percent (7%) of the employee's gross earnings from the Company shall be applied towards the purposes specified in items (a) and/or (b) of the immediately preceding paragraph.

The Company agrees to become a participating Employer under the Retail Wholesale Union Pension Trust Fund and to execute such documents as may be required in this respect.

It is understood that contributions shall be payable in respect to the earnings of the employees from the first day of employment whether said employees are permanent, temporary or seasonal or full time or part time employees, and regardless of whether or not they are members of the Union. It is further understood that each day or hour paid for, including days or hours of paid vacation, paid holidays or other days or hours for which pay is received by the employee in accordance with the Collective Agreement shall be counted as days or hours for which contributions are payable.

Contributions along with a list of employees for whom they have been made and the amount of contribution in respect to the earnings of each employee shall be forwarded by the Company to the National Trust Company acting as custodian of the assets of the Retail Wholesale Union Pension Trust Fund and shall do so not later than twenty-one (21) days after the close of the Company's four to five week accounting period.

The Company shall also complete such forms and provide such information as the Trustees and Administrator for the Retail Wholesale Union Pension Plan require from time to time in the administration and operation of the Plan.

As of the date of return to work, the Company shall cease making contributions to the Retail Wholesale and Department Store Union, Local 517 Pension Trust Fund. It is further agreed that the Union, the Company and the Trustees of such Trust Fund shall take such steps as are required to transfer to the Trustees of the Retail Wholesale Union Pension Plan and Trust Fund all of the assets and benefit liabilities under the Retail Wholesale and Department Store Union Local 517 Pension Plan and Trust Fund.

All monies paid to the Trustees of the Retail Wholesale Union Trust Fund pursuant to this Collective Agreement shall be maintained under a single sub account of that Trust Fund and there shall be no distinction between the monies transferred from the Retail, Wholesale and Department Store Union, Local 517 Pension Trust Fund and contributions made by the Company subsequent to the date of return to work pursuant to this Collective Agreement.

The provisions of the Retail Wholesale Union Pension Plan shall provide rights and benefits for each employee having earned a benefit under the Retail Wholesale and Department Store Union, Local 517 Pension Plan at least as great as those earned under that Plan. Thus each such employee shall not suffer any loss of accrued benefits and rights as a result of the transfer of assets and liabilities from the Retail Wholesale and Department Store Union, Local 517 Pension Plan and Trust Fund to the Retail Wholesale Union Pension and Trust Fund.

The British Columbia Sugar Refining Company Limited Improved Contributory Pension Plan shall continue to be operated pursuant to the Letter of Understanding included in the Collective Agreement entered into the 16th day of April 1971 between the Union and the British Columbia Sugar Refining Company Limited and the Agreement and Declaration of Trust created in accordance with such Letter of Understanding.

19:04 Surplus & Deadlock

In addition to the terms of the aforementioned Letter of Understanding, it is agreed that the plan assets shall be reviewed every three (3) years. If a surplus is determined to exist, it shall be distributed in accordance with Paragraph 10 of the same Letter of April 16, 1971.

It is agreed that the Pension Plan l documents (Trust Agreement and/or Plan text) shall be amended to include a clause for breaking a deadlock of the Pension Board, wherein the parties shall present the deadlock question(s) for decision to a third person selected by the Board. If the Pension Board members cannot agree on a third person, the Board shall apply to a Judge of the Supreme Court of British Columbia to appoint a person experienced and knowledgeable in trust law and pensions to decide the question. The decision of the third person or the court appointee shall be final and binding.

All costs associated with the activities of the judge/or third person to be shared equally by the Company and the Union.

ARTICLE 20
EARLY VOLUNTARY RETIREMENT SUPPLEMENT

20:01 Supplement

The Company agrees to provide for any employee who takes Early Voluntary Retirement during the term of this Collective Agreement a temporary supplementary pension in accordance with the following:

- (a) Early Voluntary Retirement will commence on the first of a month and the Company requires one month's advance notice in order to make the necessary arrangements.
- (b) The amount of monthly pension shall be for an employee \$6.00 per month for each year of service to a maximum of 30 years of such service.
- (c) The pension shall be payable to any employee who retires from the service of the Company on or after the attainment of age 55, but before the attainment of age 65 with a minimum of 15 years of service with the Company.
- (d) The temporary payments will be payable during the lifetime of the employee, but ceasing:
 - (i) after 5 years, or
 - (ii) with the payment for the month immediately prior to the month in which the employee would become eligible for the Old Age Security Pension or the Retirement Pension under the Canada Pension Plan had he made application for such pension or pensions at the earliest opportunity.

ARTICLE 21
REQUEST FOR NEW EMPLOYEES

The Company shall notify the Union when applications for employment are being accepted and/or when an immediate job vacancy exists. Referrals from the Union shall be considered equally with applicants from other sources. In no case will the Company hire new employees without having given the Union the opportunity to provide applicants.

ARTICLE 22 BENEFITS

22:01 Weekly Indemnity

The Company agrees to continue the following for the duration of the Collective Agreement and no changes will be put into effect unless mutually agreed upon between the Company and the Union.

The Company agrees to pay the cost of the following for the employees who have completed three (3) months continuous service with the Company. The Company will provide a Sick Leave Plan with existing levels of benefits through an outside carrier.

Weekly benefit - 80% of classified hourly rate

Length of coverage - thirty-nine (39) weeks

1st day accident

2nd day sickness

In the event an employee is off work ten (10) working days or longer he shall receive payment for the first day.

Should an employee who has been injured or disabled receive sick leave benefits and make a claim or commence legal proceedings against a third party in relation to the injury or disability such that the employee receives monies in settlement or as damages attributable to wages lost during the period that sick leave benefits are paid, the employee shall pay to the Company the lesser of:

- (a) The amount of the sick leave benefits received; or
- (b) The amount by which the sick leave benefits received by the employee plus the amount received on account of any judgment or settlement attributable to wages lost during the period for which sick leave benefits are paid exceeds the employee's actual wage loss during the period that sick benefits are paid.

Should there be a dispute as to the amount payable by the employee to the Company, the parties agree to resolve the dispute pursuant to the terms of Article 11 and that if an arbitrator is appointed, he has jurisdiction to determine the amount payable by the employee.

Failure by the employee to execute the Company contract entitled "Agreement to Repay Sick Leave Benefits" relieves the Company of any obligation to pay the said sick leave benefits to the employee, and if the Company has already commenced payment of such benefits to the employee, it may cease such payments ten (10) working days following the receipt of the said Company contract by the employee if the employee has not returned a duly executed copy of the same to the Company.

AGREEMENT TO REPAY SICK LEAVE BENEFITS

WHEREAS it has been and continues to be a term of my employment with Rogers Sugar Ltd. (the "Company") that I receive sick leave benefits as set out in Article 13 of the Collective Agreement between the Company and Retail, Wholesale Union, Local 517; AND WHEREAS I commenced receiving sick leave benefits on or about the ___ day of _____, 19__; AND WHEREAS I have made a claim and/or I have commenced or will be commencing a legal action, and/or I have or will be counter-claiming in any legal action commenced against me, for loss or damages arising out of the negligence or wrongful act or omission of the third party as a result of the said accident;

I HEREBY COVENANT AND AGREE that in consideration of the payment of sick leave benefits:

- (1) I shall repay the Company the lesser of:
 - (a) the full amount of sick leave benefits received from the Company; or
 - (b) the amount by which the sick leave benefits received by me plus the amount received on account of any judgment or settlement attributable to wages lost during the period for which sick leave benefits are paid, exceeds my actual wage loss during the period that sick leave benefits are paid.
- (2) I further understand and agree that my obligation to pay the Company under paragraph (1) above shall survive the term of my employment with the Company.
- (3) If there is a dispute as to the amount payable to the Company pursuant to paragraph (1), the dispute shall be resolved pursuant to the terms of Article 11 of the collective agreement and if an arbitrator is appointed, he shall have jurisdiction to determine the amount payable to the Company.

I HEREBY ACKNOWLEDGE that I have the right to independent legal advice in order to discuss the terms, conditions and provisions in this Agreement to repay, and that I have either sought such legal advice or have waived my right to such legal advice.

IN WITNESS WHEREOF I have hereunto set my signature as to this day of , 19

WITNESS:

_____)

Name

_____)

Address

_____)

_____)

Occupation

22:02 Group Life Insurance

Amount equal to twice the employee's current yearly classified hourly rate plus A.D.& D. coverage in an equal amount. At normal retirement an employee shall receive a \$2,000.00 paid up policy, effective March 1st, 1982.

22:03 M.S.P. Medical & Extended Health

The Company agrees to pay one hundred percent (100%) of the cost of M.S.P. Medical coverage and **an** Extended Health Care Plan for all eligible employees starting the first of the month following one (1) full month of service.

New employees already covered by a recognized B.C. Medical Plan will be entitled to continuous coverage provided this coverage can be arranged.

The Company agrees to continue the following coverage for the duration of the Collective Agreement and no changes will be put into effect unless mutually agreed upon between the Company and the Union.

- (a) Prepaid Drug Plan with no deductible.
- (b) Eyeglasses, Lenses and Frames, to a maximum of \$150.00 per year, per person.
- (c) Hearing Aids to a maximum of \$350.00 per person, once every four (4) years.
- (d) It is understood all employees, dependents and retired employees shall be covered by the above Welfare Plan.

Eligible dependents shall be wife or husband of a covered employee and a covered employee's unmarried children under the age of 19 or under the age of 25 while attending an educational institution provided such person is still dependent on the employee.

22:04 MSP re Retired Employees

The Company will pay the cost of Medical Services Plan of B.C. for all retired employees **residing in Canada**.

The Company will pay the cost of an Extended Health Care Plan for retired employees from date of retirement to and including their 65th birthday. (This coverage will cease on the last day of the month following 65th birthday).

22:05 Prepaid Dental Plan

- (a) The Company agrees to make a contribution necessary to provide benefits in the Plan to provide.
90% Basic Dental Services
90% Crowns, Bridges and Dentures
90% Orthodontics
- (b) It is understood and agreed contributions shall be made for all compensable weeks (or fraction thereof) paid for by the Company for each employee in the bargaining unit who has completed six (6) months of service with the Company. Each week paid for shall include periods of paid vacation, statutory holidays, paid compassionate leave and any other periods for which pay is received by the employee from the Company in accordance with the Collective Agreement and shall be counted as time for which contributions are payable. It is further understood and agreed that contributions shall be made for all weeks for which an employee is receiving Weekly Indemnity and Workers' Compensation.

It is also understood and agreed that any employee who has completed the six (6) month pre-coverage period of employment with a Company who is a participating Employer in the Retail Wholesale Industry Dental Plan shall be entitled to the dental coverage the first of the month following employment with the Company; or, where an extension of coverage is provided by the previous participating employer, coverage will become effective on the first of the month following the expiration of this coverage.

- (c) The Company agrees to submit payment together with a list of names to the Retail Wholesale Industry Dental Care Fund (B.C.) on or before the 5th day of each month.
- (d) Any eligible employee who is reduced to part time and is reverted to full time, shall immediately be reinstated in the Plan and contributions shall be made as of the date he again becomes a full time employee.

ARTICLE 23 ACCUMULATED TIME OFF

23:01 A.T.O.

- (a) Employees shall accumulate paid time off on the basis of two (2) hours for each work week for which full compensation was received. This would include vacation, but would exclude unpaid leave of absence, weekly indemnity and Workers' Compensation.

NOTE: "Full Compensation" means a minimum of 39 hours.

Such time off is to be scheduled with non-prime time vacations or at the employees' request may be scheduled for partial day's absence in increments of one-half (1/2) hour. It is understood that this does not interfere with the employee's right to apply for unpaid leave of absence.

- (b) It is understood that two (2) hours accumulation per week represents a maximum of ten (10) working days off with pay per year.

- (c) Upon termination or retirement an employee shall be paid in cash for all accumulated hours to which he is entitled to at the time of termination or retirement.
- (d) It is understood all hours accumulated shall be computed to December 1st each year. Any hours less than full eight (8) hours accumulation shall be paid out in cash at the time of days off.
- (e) It is understood that should the parties by mutual agreement find it feasible and practical to introduce an actual reduction of hours of work in the work day or week, the accumulation of time off and payments of same will cease.

**ARTICLE 24
COMPANY/UNION MEETINGS**

The Company and the Union may hold regular monthly Company/Union Meetings. Either party may cancel such meetings by giving written notice two days in advance of a regularly scheduled meeting.

**ARTICLE 25
DURATION OF AGREEMENT**

25:01 Dates

- (a) This Agreement shall be for the period from and including March 1, **1999** to and including February 28, **2003** and from year-to-year thereafter subject to the right of either party of the Agreement, within four (4) months immediately preceding the date of the expiry of this Agreement (February 28, **2003**) or immediately preceding the last day of February in any year thereafter, by written notice, to require the other party to the Agreement to commence collective bargaining.

Should either party give written notice aforesaid, this Collective Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Collective Agreement (or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted or alter any other term or condition of employment) until:

- (i) The Union shall give notice to strike (or until the Union goes on strike) or
- (ii) The Company shall give notice of lockout (or the Company shall lock out its employees)
or
- (iii) The parties shall conclude a renewal or revision of this Collective Agreement or enter into a new collective Agreement, whichever is the earliest.

25:02 Anniversary Date

It is understood that the term "anniversary date" in this Collective Agreement refers to the date, 1st of March.

25:03 Sub-Sections 2 & 3 of Section 50 of the Labour Relations Code

It is mutually agreed that the operation of sub-sections 2 and 3 of Section 50 of the Labour Relations Code of B.C. is specifically excluded from this Collective Agreement.

DATED this **23rd** day of **June, 1999**.

SIGNED ON BEHALF
OF THE COMPANY:

Rogers Sugar Ltd (Vancouver)
Vancouver, B.C.

M. H. Fletcher

B.L. Karren

D.A. Ryan

W.D. Avey

SIGNED ON BEHALF OF
THE UNION:

Retail Wholesale
Union Local 517

F. Baouya

C. Slater

W. Arnott

P. Beall

G. Mustvedt

S. Lakusta
Organizer

Appendix "A" Job Classifications

Employees hired (or rehired without seniority) after March 1, 1995 shall be paid at 75 % of the job rate for their position for their first year, and 85% their second year. This provision shall apply to Section 1. Operating only.

Red Circled employees will receive a lump sum payment of \$800.00 on March 1st of each year of the Collective Agreement.

Hourly Job Rate Effective	<u>Mar 1/99</u> + 2.25%	<u>Mar 1/2000</u> + 2.25%	<u>Mar 1/2001</u> + 2.0%	<u>Mar 1/2002</u> + 2.0%
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Section 1. Operating

Group (a):

Miscellaneous Labour

Packer - Small Pack

Yard & Janitor

	\$19.10	\$19.53	\$19.92	\$20.32
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Any employee classified in Group (a)

Miscellaneous Labour, Janitors

& Watchman hired prior to

March 1st, 1973 shall receive

a red-circled rate as follows:

	\$19.62	\$20.06	\$20.46	\$20.87
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Employees in Group (a) who are classified & trained as Spares in other Groups shall receive an additional five cents (5¢) per hour.

Group (b):

Case Sealer

Soft Sugar Packer

x Sewing Room &

Laundry Attendant

Warehouse Hand Palletizer

Facilities Attendant

	\$21.24	\$21.72	\$22.15	\$22.59
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Group (c):

Cube Carton Packing Machine

Cube Drum

Packers

Soft Sugar 1 kilo & 2 kilo Op.

	\$21.31	\$21.79	\$22.23	\$22.67
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Group (d):

Mud Press/Stellar Operator

	\$21.43	\$21.91	\$22.35	\$22.80
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Hourly Job Rate Effective	<u>Mar 1/99</u> + 2.25%	<u>Mar 1/2000</u> + 2.25%	<u>Mar 1/2001</u> + 2.0%	<u>Mar 1/2002</u> + 2.0%
<u>Group (e):</u>	\$21.66	\$22.15	\$22.59	\$23.04

Bins & Icing Mills
 Adsorbent Systems Operator
 Clarification Station Operator
 Envelope Machine
 Filtration Operator
 Fork Truck Operator
 Material Receiver
 Melt House Operator
 Liquid Sugar Attendant

<u>Group (f):</u>	\$21.90	\$22.39	\$22.84	\$23.30
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Refined Centrifugal Operator
 Raw Sugar Reclaimer

Group (g):

Colby Crane Operator (while discharging raw sugar cargo)	\$22.59	\$23.10	\$23.56	\$24.03
Station Operator Lead Hand	\$22.07	\$22.57	\$23.02	\$23.48
Warehouse Assistant	\$22.07	\$22.57	\$23.02	\$23.48
*No. 2 Laboratory Operator	\$22.11	\$22.61	\$23.06	\$23.52
x Storekeeper	\$22.37	\$22.87	\$23.33	\$23.80
*Pan Floor/No. 2 Lab Utility				
1st 6 months	\$21.56	\$22.05	\$22.49	\$22.94
2nd 6 months	\$22.03	\$22.53	\$22.98	\$23.44
Thereafter	\$22.47	\$22.98	\$23.44	\$23.91
Sugar Boiler	\$23.05	\$23.57	\$24.04	\$24.52

Section 2. Mechanical

Group (a)

Non-Journeyman:

Pipelagger	\$23.05	\$23.57	\$24.04	\$24.52
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Hourly Job Rate Effective	<u>Mar 1/99</u> + 2.25%	<u>Mar 1/2000</u> + 2.25%	<u>Mar 1/2001</u> + 2.0%	<u>Mar 1/2002</u> + 2.0%
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Section 3. Mechanical Trades With B.C. Trades Ticket

Group (a) (single ticket)

ELECTRICAL

Instrument Technician	\$26.22	\$26.81	\$27.35	\$27.90
x Electrician	\$26.47	\$27.07	\$27.61	\$28.16

MECHANICAL

x Machinists	\$26.22	\$26.81	\$27.35	\$27.90
Pipefitter	\$26.22	\$26.81	\$27.35	\$27.90
Carpenter	\$26.22	\$26.81	\$27.35	\$27.90
Painter	\$26.22	\$26.81	\$27.35	\$27.90
Bricklayer	\$26.22	\$26.81	\$27.35	\$27.90
Sheetmetal	\$26.22	\$26.81	\$27.35	\$27.90
Welder	\$26.22	\$26.81	\$27.35	\$27.90
Heavy Duty Mechanic	\$26.47	\$27.07	\$27.61	\$28.16
x Mechanic-Production				
Pipefitter with GA Licence (Class "A" Gas Ticket)	\$26.47	\$27.07	\$27.61	\$28.16

Group (b) - (Two Tickets)

Those skilled trades employees who hold tickets in two (2) or more trades in a combination recognized by the Company will be paid at the applicable rate for the leadhand as set out in group (c) below.

Group (c) – Lead Hands

Electrician - Electronic	\$27.51	\$28.13	\$28.69	\$29.26
Machinist	\$26.92	\$27.53	\$28.08	\$28.64
Mechanic - Packing House Maintenance	\$26.92	\$27.53	\$28.08	\$28.64
Pipefitter	\$26.92	\$27.53	\$28.08	\$28.64
Sheet Metal	\$26.92	\$27.53	\$28.08	\$28.64

Group (d)- Steam Plant

2nd Class Engineer	\$27.53	\$28.15	\$28.71	\$29.28
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All Journeyman Trades employees on payroll at 18 January, 1979 will be considered to have a B.C. Trade Ticket for the purpose of Appendix "A."

Section 4. Helper

Refinery employees who may be sent to help Mechanics when they are not required at their refinery stations will be paid their refinery rate.

Section 5 First Aid Certificate & Bonus

Required by Classification

- * Jobs (and classified spare) designated as requiring a Level 2 first aid certificate effective on date of signing the Collective Agreement. Holders of valid first aid certificates for these jobs will receive first aid bonus of 60 cents per hour.

Employees attending First Aid Course will receive their current rate of pay for hours while attending school, including the exam and one re-write. First Aid coverage for scheduled overtime will be covered by First Aid attendants from the bargaining unit. The Company agrees to pay First Aid premium retroactivity to those First Aid attendants who had their First Aid premium reduced due to the change in WCB Industrial First Aid regulations.

Section 6 Optional by Job Classification

- x Sugar Boilers, Shift Mechanics, Shift Electricians, Sewing Room and Laundry Attendant and Storekeeper. Shift Production Mechanics and classified spares may choose to obtain a first aid certificate.

They will receive their current rate of pay for hours while attending First Aid Course and upon receipt of valid Level 2 first aid certificate will receive first aid bonus of 60 cents per hour.

Section 7 Personal Preference

Any other employee may obtain a Level 2 first aid certificate and will be paid a first aid bonus of 60 cents per hour only when he is required to act as a First Aid Attendant.

When the employee successfully completes the First Aid Course and obtains a first aid certificate under this personal preference provision he shall be reimbursed for the cost of one course, the cost of one exam and for the time spent at the course for up to 70 hours at their current rate of pay in accordance with the Company's policy on first aid tickets.

Section 8. - Tools

Tool Allowance

The following trades will receive an annual allowance based on the contract year, which may be used to purchase tools necessary for their trades at Rogers Sugar.

- (i) **Electricians, Machinist, Heavy Duty Mechanics and Production Mechanics -\$100.00**

- (ii) Pipefitters, Carpenters, Bricklayers, Instrument Technicians, Sheetmetal Workers, Welders and Painter - **\$60.00**.

The tool allowance may be accumulated over a two-year period.

The procedure for purchasing tools is:

- All anticipated purchase or actual purchase must be approved by the Mechanical Superintendent or his Designate.
- Each tradesman can purchase his own tools and be reimbursed up to the designated maximum.
- Reimbursement will be made on presentation of the tools and receipt to the Mechanical Superintendent or his Designate. Receipts will be returned if requested.

Section 9. - Tool Insurance

Fire and theft insurance will be provided to cover the cost of tool replacement up to a maximum of \$5,000 (five thousand dollars), with the \$50. (fifty dollar) deductible.

The theft portion of this policy will cover theft of the employee's tool box and/or tools only from the Company's premises or from a designated work place, provided there are visual signs of breaking and entering.

The employee is responsible for submission to the Company of a priced inventory of his tools before becoming eligible for tool insurance. Tool insurance will become effective for each tradesman upon receipt of his tool inventory. The Company will repair or replace tools damaged or broken in the performance of regular duties.

APPENDIX "B"
SPARES

Except for the following spare jobs, employees shall be promoted in accordance with Article 7, 7:03.

1. Bins & Icing Mills/Silos
2. Warehouse Assistant
3. Cube Carton Packing Machine
4. Cube Drum
5. Envelope Machine
6. Melt House Operator
7. Packers
8. Filtration Operator
9. Refined Centrifugal/Granulator Operator
10. Mud Press/Stellar Operator
11. Soft Sugar 1 Kilo and 2 Kilo Operator
12. Liquid Sugar Attendant
13. Material Receiver
14. Storekeeper
15. Station Operator Lead Hand
16. Sewing Room & Laundry Attendant
17. Warehouse Hand Palletizer
18. Soft Sugar Packer
19. Facilities Attendant
20. Raw Sugar Reclaimer
21. Adsorbent Systems Operator
22. Clarification Station Operator
23. Fork Truck Operator
24. No.2 Lab. Operator
25. Pan Floor/#2 Lab. Utility

When a vacancy occurs, the above mentioned spare jobs shall be posted and filled in the same fashion as an ordinary posting.

It is understood a Colby Crane Operator is eligible to hold one other classification.

The Raw Sugar Reclaimer classification shall be filled by the senior Colby Crane Operator. All other classified Colby Crane Operators shall hold the Raw Sugar Reclaimer spare classification. A Colby Crane Operator is also eligible to hold one other job classification.

When a vacancy occurs in the classification of Sugar Boiler, this position will be awarded to the Pan Floor / #2 Lab Utility.

APPENDIX "C"

APPRENTICES

Section 1. Definition

Apprentices to be brought into the bargaining unit as defined in Article 1, 1:01 of the Collective Agreement.

Section 2. Number of Apprentices

It is agreed that for each ten (10) Journeymen or any fraction thereof, one (1) apprentice may be employed in the following trade:

- Machinist
- Electrician
- Coppersmith
- Pipefitter
- Tinsmith
- Welder
- Carpenter
- Instrument Technician

Section 3. Apprentices' Wages

Notwithstanding the ratio set forth as a basis of employing apprentices, no apprentice will be laid off at any time during his apprenticeship term because the said ratio may become exceeded by a reduction in the number of Journeymen employed.

- (a) While attending an approved Vocational School an Apprentice will receive from the Apprenticeship Branch allowance and school expenses, in accordance with the Government's Schedule of grants pertaining to Apprenticeship Training. In addition, the employee shall receive from the Company an allowance comprised of the difference between his regular straight time rate based on a forty hour week and the weekly living allowance granted by the Apprenticeship Branch or any other grants. Allowances provided by the Company shall not apply to any periods of retraining as specified in Section 7 (a).
- (b) It is understood Apprentices are covered by all the terms of the Collective Agreement.

Apprentice Wage Scale: Under this Program Apprentices will receive the following pay during the term of this Collective Agreement.

4 Year Apprenticeship

1st year - Base Rate

2nd year - Base rate plus 25% difference of Journeyman;

3rd year - Base rate plus 50% difference of Journeyman;

4th year - Base rate plus 75% difference of Journeyman.

- (c) Vacancies for Apprentices shall be posted as a job vacancy in accordance with Article 7, Seniority, 7:04.

Section 4. General Principles

- (a) General Principles: The minimum period of training will be four (4) years.
- (b) All apprentices shall sign an apprenticeship agreement as prescribed by the Apprenticeship Branch, but in case of any conflict between such agreement and the Collective Agreement, the latter shall govern.
- (c) Seniority: Apprentices' names will be placed on the Seniority List upon the completion of their apprenticeship, dated to their original date of employment for plant seniority and date of qualification for craft seniority.
- (d) All provisions of the Collective Agreement shall be applicable to Apprentices in the Program.
- (e) Apprentices hired with previous training may be placed into the Training Program at a level determined by the Joint Apprenticeship Committee, with advice from the Apprenticeship Branch.

Section 5. Joint Apprenticeship Committee:

This Committee will be comprised of three (3) Union and three (3) Company Representatives.

The purpose of the Committee will be to develop and supervise procedures to carry out the intent of the Program as agreed to. The Committee will also carry out the following duties:

- (a) The Company to establish in-plant training programs to support the training syllabus as developed by the Apprenticeship Branch of the Department of Labour for each trade involved. Supervision of the established program shall be the responsibility of the Joint Committee.
- (b) Set standards of entry into the Apprenticeship Program that are not inconsistent with the standards recommended by the Apprenticeship Branch.
- (c) Carry out periodic review of training programs.
- (d) See that the required practical tests are carried out in co-operation with the Apprenticeship Branch.

- (e) Determine the tool requirements by years of training.
- (f) Joint Committee to review any case of lost time from the Program because of sickness, accident, etc., and to determine the amount of additional time necessary before an employee meets his requirement of time served. The apprentice shall complete at least 1800 hours per year as set out by the Apprenticeship Board.

Section 6. Entry to Program - New Apprentices:

Entrance into the Program without any previous training of any kind will in all cases be subject to the applicant meeting the standards required for acceptance established by the Apprenticeship Branch.

- (a) The Company will advise the Apprenticeship Committee each year as to the number of vacancies for which employees may be accepted into the Apprenticeship Program.
- (b) Prospective apprentices must meet requirements of aptitude and basic skills tests as developed by an independent testing agency. In addition, the Company agrees that those passing requirements will be placed in the Apprenticeship based on seniority.
- (c) The Company agrees that when hiring Journeymen tradesmen in future, only those with B.C. Trade qualifications will be hired. Where the only suitable applicant does not have B.C. Trade qualifications, the matter shall be discussed with the Apprenticeship Committee.
- (d) Upon completion of each period of training in an approved Vocational School, an apprentice will be required to pass examinations set by the Apprenticeship Branch. Practical examinations shall be confined to the area of training received. In the event of failure to pass examinations, the apprentice shall be required to undergo a period of retraining on subject material specified by the Apprenticeship Branch authorities and will be required to be re-examined within twelve (12) months. Failure to pass the second examination will result in a review of his position by the Joint Apprenticeship Committee and could result in his removal from the Program. Employees who are removed from the Program will be offered a base rated classification in the Department he came from and placed upon the Seniority List with his original date of employment less the amount of years and months he spent as an Apprentice. It is understood, however, that his combined seniority would apply for vacations, pension, severance pay and welfare benefits.

Section 7. Schedule of Training for Apprentices:

- (a) Successful applicants will be assigned to a specified trade as a probationer for a three (3) month period. During the probationary period, he shall be paid the base rate.
- (b) On successful completion of the probationary period the probationer shall be reclassified and paid the first year Apprentice rate for the following nine (9) months. During this twelve (12) months as a first year Apprentice, he shall work eleven (11) months at the trade and spend one (1) month at the Vocational School, or as required by the Apprenticeship Branch.
- (c) On successful completion of the first period of training at the Vocational School and having spent twelve (12) months as a first year Apprentice, he shall be reclassified and paid the second year Apprentice rate for the following twelve (12) months. During this twelve (12) months as a second year Apprentice, he shall work eleven (11) months at the trade and spend one (1) month at the Vocational School, or as required by the Apprenticeship Branch.
- (d) On successful completion of the second period of training at the Vocational School and having spent twelve (12) months as a second year Apprentice, he shall be reclassified and paid the third year Apprentice rate for the following twelve (12) months. During this twelve (12) months as a third year Apprentice, he shall work eleven (11) months at the trade and spend one (1) month at the Vocational School, or as required by the Apprenticeship Branch.
- (e) On successful completion of the third year of training at the Vocational School and having spent twelve (12) months as a third year Apprentice, he shall be reclassified and paid the fourth year Apprentice rate for the following twelve (12) months. During this twelve (12) months as a fourth year Apprentice, he shall work eleven (11) months at the trade and spend one (1) month at the Vocational School, or as required by the Apprenticeship branch.
- (f) If any of the aforementioned work periods are exceeded due to the unavailability of Vocational School facilities, such extra time will be credited to the Apprentice in succeeding training requirements. Also, the Apprentice's rate shall be adjusted retroactively to the commencement of the scheduled year providing he successfully passes the examinations. Retroactivity will not apply where re-testing is necessary.
- (g) It is further understood an Apprentice's qualifying time shall be determined from his anniversary date of entry into the Program.

LETTER OF UNDERSTANDING

BETWEEN:

ROGERS SUGAR LIMITED (VANCOUVER)
(hereinafter referred to as the "Company")

OF THE FIRST PART;

AND:

RETAIL WHOLESALE UNION LOCAL 517
(hereinafter referred to as the "Union")

OF THE SECOND PART;

Re: Outside Contractors

The following outlines the Company's present policy on the use of outside contractors in the Vancouver refinery.

The Company's main concern has been to try to ensure that no permanent employee would be displaced by any work contracted out. In general, then, the Company has used outside contractors, for example:

1. Where work involved is new construction.
2. Where the work involved some new equipment installation or for warranty work following an installation.
3. Where the work involves only a temporary surge in work volume.

The Company hopes and expects to be able to continue its past and present policy on this issue, barring any unforeseen developments. There is no past instance of any employee being displaced by the use of outside contractors in the Vancouver refinery.

DATED this **23rd** day of **June, 1999**.

SIGNED ON BEHALF
OF THE COMPANY:

Rogers Sugar Ltd (Vancouver)
Vancouver, B.C.

M. H. Fletcher

B.L. Karren

D.A. Ryan

W.D. Avey

SIGNED ON BEHALF OF
THE UNION:

Retail Wholesale
Union Local 517

F. Baouya

C. Slater

W. Arnott

P. Beall

G. Mustvedt

**S. Lakusta
Organizer**

LETTER OF UNDERSTANDING

BETWEEN:

ROGERS SUGAR LIMITED (VANCOUVER)
(hereinafter referred to as the "Company")

OF THE FIRST PART;

AND:

RETAIL WHOLESALE UNION LOCAL 517
(hereinafter referred to as the "Union")

OF THE SECOND PART;

Re: Unloading Sugar Boats:

In the event that an employee/s finds he/they cannot work overtime for the purpose of unloading a sugar boat, the Union agrees that it shall endeavour to try and get a sufficient number of other employees to work the overtime necessary to unload the said boat with dispatch. The Union makes this undertaking, without prejudice to its position that overtime work is voluntary on the part of the employee in each instance. The Company agrees that it will not process its current two grievances with respect to refusal to work overtime to unload sugar boats on the 24th and 25th of June and the 16th and 17th of September, 1978.

DATED this **23rd** day of **June, 1999**.

SIGNED ON BEHALF
OF THE COMPANY:

Rogers Sugar Ltd (Vancouver)
Vancouver, B.C.

M. H. Fletcher

B.L. Karren

D.A. Ryan

W.D. Avey

SIGNED ON BEHALF OF
THE UNION:

Retail Wholesale
Union Local 517

F. Baouya

C. Slater

W. Arnott

P. Beall

G. Mustvedt

**S. Lakusta
Organizer**

LETTER OF UNDERSTANDING

BETWEEN:

ROGERS SUGAR LIMITED (VANCOUVER)
(hereinafter referred to as the "Company")
OF THE FIRST PART;

AND:

RETAIL WHOLESALE UNION LOCAL 517
(hereinafter referred to as the "Union")
OF THE SECOND PART;

Re: Power House Engineers

Section 1.

The Company and Union agree to continue the 12-hour shift trial schedule for the Power House Engineers and their relief only. The Union and Company agree to exempt the classifications of Power House Engineer and their relief from any clause in the current Collective Agreement which affects hours of work, overtime and other related conditions. Should any differences arise relative to the shift schedule and where the matter is not dealt with in this Letter of Understanding, such differences will be attempted to be resolved by the Company/Union Committee. If no settlements of resolution are made or if either party believes the schedule is not working satisfactorily, either party may terminate this Letter of Understanding upon giving seven (7) days' written notice to the other party.

On termination, the work schedule and conditions will revert to the schedules and conditions applied to them prior to the coming into effect of this letter - i.e. 8-hour shift schedules. Conditions applicable to the shift schedule are as follows:

1. The schedule must meet the approval of the Boiler's Branch, Department of Labour.
2. The schedule shall not be interpreted in any way to increase Company costs.
3. The standard work day shall be 12 hours.
4. Shifts commence at 7:00 hours and 19:00 hours.
5. Vacation entitlement to be based on an equivalent 8-hour day.
6. Statutory Holidays - When not required to work on a statutory holiday, employees shall be paid eight (8) hours' pay at their regular rate of pay.

When required to work on a statutory holiday, employees shall be paid 2 x the regular rate of pay for all hours worked plus a choice of:

- (i) An additional 8 hours regular pay
 - (ii) An additional day off with 8 hours regular pay at a time to be mutually arranged between the employee and the Company.
7. Overtime at 2 x regular rate of pay to be paid after 12 hours in one shift or for time worked outside scheduled shift in one week.
 8. Shift differential to apply to hours worked from 15:00 to 19:00 hours on 1st shift and from 19:00 to 7:00 hours on 2nd shift.
 9. Workers' Compensation pay will be based on the rules dictated by the Workers' Compensation Board.
 10. Weekly Indemnity will be based on an average 8-hour day, 40-hour week at regular pay.

Section 2.

In addition the parties agree that Power House Engineers can exchange working hours by mutual agreement and with the consent of the Company. Both engineers shall receive their regular pay with no reduction in pay to one engineer and no overtime pay to the other engineer because of such exchange. Standard exchange of shift forms should be used with copies to the Company, the employees and the Union. It is agreed that such exchanged hours shall be repaid within sixty (60) days. The above shall not preclude the payment of overtime rates in all other applicable instances and must comply with applicable Boiler Operating Regulations.

Section 2 of this Letter of Understanding is not subject to the seven (7) day cancellation clause in Section 1.

DATED this **23rd** day of **June, 1999**.

SIGNED ON BEHALF
OF THE COMPANY:

Rogers Sugar Ltd (Vancouver)
Vancouver, B.C.

M. H. Fletcher

B.L. Karren

D.A. Ryan

W.D. Avey

SIGNED ON BEHALF OF
THE UNION:

Retail Wholesale
Union Local 517

F. Baouya

C. Slater

W. Arnott

P. Beall

G. Mustvedt

**S. Lakusta
Organizer**

LETTER OF UNDERSTANDING

BETWEEN:

ROGERS SUGAR LIMITED (VANCOUVER)
(hereinafter referred to as the "Company")
OF THE FIRST PART;

AND:

RETAIL WHOLESALE UNION LOCAL 517
(hereinafter referred to as the "Union")
OF THE SECOND PART;

Re: Implementation Vacation & A.T.O. Entitlement for Memorandum of Agreement

It is agreed that the new A.T.O. & vacation programs will be implemented in the following manner:

1. Change vacation accrual from mid year to calendar year effective January 1, 1984. Any employee who has left the employment of the Company since January 1, 1984 will get a retroactive cheque for vacation pay equal to one-half of his final year's entitlement. All other current employees will receive a one-half year's vacation entitlement when they leave the employment of the Company. The payment to be based on the hourly rate in effect at the date of leaving.
2. Delete gross pay provision effective January 1, 1984 - i.e. There will be no gross vacation pay adjustment in early 1985 for vacations taken in 1984.
3. Calculation of vacation entitlement and vacation pay for the year 1984 (to be taken in 1985) is based on employment in 1984.

However, the new formula for vacation pay reduction (if any) is effective for the period March 1, 1984 through December 31, 1984.

4. The A.T.O. change will be effective March 1, 1984.

DATED this **23rd** day of **June, 1999**.

SIGNED ON BEHALF
OF THE COMPANY:

Rogers Sugar Ltd (Vancouver)
Vancouver, B.C.

M. H. Fletcher

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**S. Lakusta
Organizer**

LETTER OF UNDERSTANDING

BETWEEN:

ROGERS SUGAR LIMITED (VANCOUVER)
(hereinafter referred to as the "Company")
OF THE FIRST PART;

AND:

RETAIL WHOLESALE UNION LOCAL 517
(hereinafter referred to as the "Union")
OF THE SECOND PART;

Re: Grievance procedure

For the term of the Collective Agreement effective March 1, 1986 only and on a continuing trial basis, the Company and Union agree to the following:

1. The use of a single named Arbitrator for grievances which reach the fifth stage of grievance. This agreement substitutes the right to refer the matter to an Arbitration Board, as provided in the Grievance Procedure Article 11.
2. The Single Arbitrator for the term of the Collective Agreement will be Richard Bird. He will be required to hear all outstanding Arbitration cases referred to him within the term of the Collective Agreement.
3. In the event the Arbitrator in item (2) is unable to act as Arbitrator both parties agree to the appointment of Ken Albertini, or if he is unavailable, Stephen Kelleher as the single named arbitrator.

DATED this **23rd** day of **June, 1999**.

SIGNED ON BEHALF
OF THE COMPANY:

Rogers Sugar Ltd (Vancouver)
Vancouver, B.C.

M. H. Fletcher

B.L. Karren

D.A. Ryan

W.D. Avey

SIGNED ON BEHALF OF
THE UNION:

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Organizer

LETTER OF UNDERSTANDING

BETWEEN:

ROGERS SUGAR LIMITED (VANCOUVER)
(hereinafter referred to as the "Company")
OF THE FIRST PART;

AND:

RETAIL WHOLESALE UNION LOCAL 517
(hereinafter referred to as the "Union")
OF THE SECOND PART;

RE: Business Process Re-engineering

During the 1995 negotiations for the renewal of the Collective Agreement, the parties agreed to the following arrangement with respect to the following classifications:

- 1) In lieu of deletion of the classifications of Painter, Carpenter and Bricklayer, as originally announced in April 1995, the Company and Union agree that these classifications will remain in the collective agreement. The three incumbents will have the option of taking the early voluntary severance arrangement offered by the Company. If any choose to take the severance, the classification will remain vacant. Those remaining will stay within the Maintenance group but will be made available to Operations to assist in dealing with short-term operational concerns.
- 2) Granulated 2 kg & 4 kg Operators. The present incumbents will hold this classification until such time as they sign off or post to another classified position. The spare positions will be deleted forthwith. Thereafter, the position will be held by the Station Operator Leadhand.

DATED this **23rd** day of **June, 1999**.

SIGNED ON BEHALF
OF THE COMPANY:

Rogers Sugar Ltd (Vancouver)
Vancouver, B.C.

M. H. Fletcher

B.L. Karren

D.A. Ryan

W.D. Avey

SIGNED ON BEHALF OF
THE UNION:

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**S. Lakusta
Organizer**

LETTER OF UNDERSTANDING

BETWEEN:

ROGERS SUGAR LIMITED (VANCOUVER)
(hereinafter referred to as the "Company")
THE FIRST PART;

AND:

RETAIL WHOLESALE UNION LOCAL 517
(hereinafter referred to as the "Union")
THE SECOND PART;

Re: Voluntary Early Severance Arrangements

To minimize the number of employees to be involuntarily laid off due to the reduction of manpower following the Business Process Re-engineering (BPR) referred to in "Project 21" (as set out in the Company's letter to the Union dated April 27, 1995), and to accommodate the release of these Production and Maintenance employees, the Company and Union agree to modify the provisions of the present Collective Agreement, where applicable.

In addition, the terms of the severance pay arrangements are provided on the understanding that the present negotiations to renew the Collective Agreement between the Company and the Union is concluded without interruption to production operations at the Vancouver Refinery.

This agreement applies on the basis that early voluntary retirements and reductions by employees volunteering for layoff must give written notice prior to August 11, 1995 for the September 22, 1995 layoff, and prior to July 12, 1996 for the September 27, 1996 layoff.

It is agreed:

- 1) The parties agree to renew the Letter of Understanding regarding Outside Contractors.
- 2) The modifications to Appendix "A" - Job Classifications, as per attached are adopted.
- 3) The incumbents of redundant classifications will be dealt with in accordance with Article 6, 6:04 of the Collective Agreement.
- 4) The maintenance employees selected for lay-off may utilize their seniority and qualifications by trade classification reduction requirements to exercise their seniority in accordance with Article 7, 7:01 (b).

- 5) Employees who wish to take advantage of the Voluntary Early Severance arrangement and release on the dates indicated must do so by August 11, 1995 and July 12, 1996.
- 6) The Refinery Operations Manager or his designate may reject any employee's request for release under the Voluntary Severance arrangement if the required number of reductions within the mechanical trades classifications have been attained.
- 7) Any employee scheduled for lay-off upon request may be released prior to their scheduled release date upon approval of the Refinery Operations Manager or his designate.
- 8) Any employee who receives their severance pay at date of layoff forfeits any and all rights to recall.
- 9) New Article 5, Hours of Work is hereby agreed to.
- 10) Employees who elect to apply for the Voluntary Early Retirement Arrangement shall receive on date of termination one week's severance pay for each completed year or fraction of a year of service with the Company. Employees over the age of 55 at the time of severance who elect to apply for the Voluntary Early Retirement Arrangement shall receive on date of termination two week's severance pay for each completed year or fraction of a year of service with the Company.

DATED this **23rd** day of **June, 1999**.

SIGNED ON BEHALF
OF THE COMPANY:

Rogers Sugar Ltd (Vancouver)
Vancouver, B.C.

M. H. Fletcher

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