

AGREEMENT BETWEEN:

**LANTIC INC.,  
VANCOUVER REFINERY**

AND

**RETAIL WHOLESALE UNION  
LOCAL 517**

Term of Agreement

March 1<sup>st</sup>, 2018

to

February 28<sup>th</sup>, 2023

# **Lantic Inc., Vancouver**

## **Incident and Accident Basic Principles**

**E**mployee safety is a core value at Lantic. We are committed to the principle that no undertaking at Lantic has greater importance than incident and accident prevention and the health and safety of our employees, visitors and contractors present on our premises.

**H**health and safety measures are an integral, equal and inseparable part of daily operations and Company objectives. Our goal is to create a zero harm environment.

**W**e accept responsibility for the development of effective health and safety programs. We expect that those employees charged with management responsibilities will fulfill their obligations in accordance with Company policy and applicable regulations.

**N**otwithstanding our responsibilities, and our stated commitment to strive for zero harm in our operations, this basic objective cannot be reached alone.

**W**e therefore expect that every person employed by the Company and on-site Contractor will be committed to the development of a positive attitude toward incident and accident prevention, perform in a safe work manner, follow safe work practices and look out for the safety of their fellow employees.

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John Holliday, President & CEO

# Lantic Inc., Vancouver

## Occupational Health & Safety Policy Statement

**Lantic Inc.**, is committed to promoting healthy working conditions within the company, therefore:

**It shall be the responsibility of MANAGEMENT** to establish and maintain adequate standards for the company work areas, operations and equipment to ensure that physical and health hazards are guarded against or eliminated, and to develop work procedures and rules that comply with government regulations to achieve optimum productivity levels without incidents or accidents that could potentially result in injuries, illnesses or losses.

**It shall be the responsibility of every SUPERVISOR** to ensure that employees are adequately trained in proper work procedures and to ensure the observation by employees of these procedures, of company policies and rules, and government regulations in order to avoid incidents or accidents that could potentially result in injuries, illnesses or losses.

**It shall be the responsibility of every EMPLOYEE** to learn about, and follow proper work procedures, to perform duties in a safe manner, to observe all company policies and procedures, and government regulations, and to co-operate in creating a safe, healthy and productive working environment.

**It shall be the responsibility of every VISITOR and CONTRACTOR** to learn about, and comply with all company rules and regulations, and to follow any instructions provided by company employees. **CONTRACTORS** are also expected to comply with all legislation and regulation applicable to their field of expertise.

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Patrick Dionne, VP Operations

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John Holliday, President & CEO

## TABLE OF CONTENTS

	<b>Page</b>
ARTICLE 1 - DEFINITION	
1:01 - Employee .....	8
1:02 - Disturbance .....	8
1:03 - Pronoun .....	8
ARTICLE 2 - UNION RECOGNITION	
2:01 - Bargaining Agency .....	9
2:02 - Union Activities .....	9
2:03 - Bulletin Boards .....	9
2:04 - Collective Agreement Binding .....	9
ARTICLE 3 - UNION SECURITY	
3:01 - Members of Union .....	10
3:02 - Union Dues .....	10
3:03 - Supervisors .....	10
3:04 - Outside Contractors .....	11
ARTICLE 4 - MANAGEMENT .....	11
ARTICLE 5 - HOURS OF WORK	
5:01 - Standard Work Hours .....	12
5:02 - Overtime Paid .....	12-14
5:03 - Statutory Holidays .....	14-15
5:04 - Stats. on Saturday & Sunday .....	15
5:05 - Call-in Pay .....	15
5:06 - Working through Lunch .....	15
5:07 - Change in Hours .....	15
5:08 - Rest Periods .....	15-16
5:09 - Shift Premiums .....	16
5:10 - Medically Restricted Shift Work.....	16
5:11 - Emergencies .....	16
ARTICLE 6 - WAGES	
6:01 - Rates/Classifications (See Article 27) .....	17
6:02 - Temporary Change of Job .....	17
6:03 - Establish/Delete Classifications .....	17
6:04 - Rates for employees whose job becomes redundant .....	17
6:05 - Rates while training .....	18
6:06 - W.C.B. Cases .....	18

**Table of Contents - Continued**

**Page**

**ARTICLE 7 - SENIORITY**

7:01 - Two Seniority Lists .....	18-19
7:02 - Lay-Offs and Re-hiring .....	19
7:03 - Promotions .....	19
7:04 - Job Vacancies .....	19-20
7:05 - Probationary Period .....	20
7:06 - Loss of Seniority .....	20-21
7:07 - Notification of Hiring & Discharges .....	21
7:08 - Temporary Recall .....	21

**ARTICLE 8 - LEAVES OF ABSENCE**

8:01 - Requests .....	22
8:02 - Maternity Leave .....	22
8:03 - Parental Leave .....	23
8:04 - Political Leave .....	23-24

**ARTICLE 9 - VACATIONS**

9:01 - General .....	24
9:02 - Vacation Entitlement/Pay.....	25-26
9:03 - Definition - winter months .....	26

**ARTICLE 10 - SAFETY AND HEALTH**

10:01 - Industrial Health & Safety Committee .....	26
10:02 - General Provisions .....	26
10:03 - First Aid Attendants .....	26-27
10:04 - WCB Regulations .....	27
10:05 - Safety Footwear Refund .....	27
10:06 - Transportation for Medical Aid .....	27

**ARTICLE 11 - GRIEVANCE PROCEDURE**

11:01 - No work stoppage .....	28
11:02 - Grievance Committee .....	28
11:03 - Names of Committee .....	28
11:04 - Steps of Grievance Procedure .....	28-30
11:05 - Time Limits .....	30
11:06 - Power of Board of Arbitration .....	30
11:07 - Employee Notice of Incident .....	30
11:08 - No Verbal warning .....	30
11:09 - Discipline Committee .....	31

<b>Table of Contents - Continued</b>	<b>Page</b>
<b>ARTICLE 12 - DISCHARGE CASES</b>	
12:01 - Reinstatement .....	31
12:02 - Complaint in writing .....	31
<b>ARTICLE 13 - GENERAL</b>	
13:01 - Coveralls & Smocks .....	31
13:02 - Pay Days .....	31
13:03 - Courses .....	32
13:04 - Employee Parking .....	32
<b>ARTICLE 14 – HARASSMENT &amp; DISCRIMINATION</b>	
14:01 - Definition .....	32-33
14:02 – Procedure.....	33-34
<b>ARTICLE 15 - JURY DUTY PAY</b>	
15:01 - Amounts of Pay .....	34
15:02 - Return to Work .....	34
<b>ARTICLE 16 - LABOUR DISPUTES</b>	
16:01 - Strike Bound Firm .....	34
<b>ARTICLE 17 - COMPASSIONATE LEAVE .....</b>	
	35
<b>ARTICLE 18 - SEVERANCE PAY</b>	
18:01 - Advance Notification .....	35
18:02 - Re-Training .....	35
18:03 - Severance Pay .....	36
<b>ARTICLE 19 - UNION BUSINESS</b>	
19:01 - Leave for Union Business.....	36-37
19:02 - Pay - Reimbursement for Leave .....	37
<b>ARTICLE 20 - PENSION PLAN</b>	
20:01 - Effective Date.....	38
20:02 - Contributions (1973).....	38
20:03 - Contributions (1976) .....	38-40
20:04 – Contributions (2009) .....	40-41
20:05 – Surplus & Deadlock .....	41
<b>ARTICLE 21 - EARLY VOLUNTARY RETIREMENT SUPPLEMENT</b>	
21:01 - Supplement .....	41-42
<b>ARTICLE 22 - REQUESTS FOR NEW EMPLOYEES .....</b>	
	42

**Table of Contents - Continued**

**Page**

**ARTICLE 23 - BENEFITS**

23:01 - Weekly Indemnity .....	42-44
23:02 - Group Life Insurance .....	45
23:03 - M.S.P. Medical & Extended Health .....	45
23:04 - M.S.P. Re: Retired Employees .....	45
23:05 - Prepaid Dental Plan .....	46
23:06 - Occupational Fitness Assessment Form.....	47
23:07 - Interlock EFAP .....	47
23:08 - Post Retirement Benefits .....	47

**ARTICLE 24 - ACCUMULATED TIME OFF**

24:01 - A.T.O .....	47-48
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**ARTICLE 25 - COMPANY/UNION MEETINGS.....** 48

**ARTICLE 26 - DURATION OF AGREEMENT**

26:01 - Dates .....	48-49
26:02 - Anniversary Date .....	49
26:03 - Sub-Sections 2 and 3 of Section 50 of the Labour Relations Code....	49

**ARTICLE 27 - JOB CLASSIFICATIONS**

27:01 - Operating .....	50-52
27:02 - Mechanical & Electrical Trades .....	52-53
27:03 - Helper .....	53
27:04 - First Aid Certificate & Bonus .....	53
27:05 - Optional by Job Classification .....	53
27:06 - Personal Preference .....	54
27:07 - Tools .....	54
27:08 - Tool Insurance .....	54-55

**ARTICLE 28 - SPARES .....** 56-57

**ARTICLE 29 - APPRENTICES**

29:01 - Definition .....	57
29:02 - Number of Apprentices .....	57
29:03 - Apprentices' Wages .....	57-58
29:04 - General Principles .....	59
29:05 - Joint Apprenticeship Committee .....	59
29:06 - Entry to Program - New Apprentices .....	60
29:07 - Schedule of Training for Apprentices .....	60-61

<b>Table of Contents - Continued</b>	<b>Page</b>
LETTER OF UNDERSTANDING Unloading Sugar Boats .....	62
LETTER OF UNDERSTANDING Power House Engineers, Shift exchange .....	63-64
LETTER OF UNDERSTANDING Business Process Re-Engineering .....	65
LETTER OF UNDERSTANDING Voluntary Early Severance Arrangements .....	66-67
LETTER OF UNDERSTANDING Millwrights .....	68



THIS AGREEMENT entered into this 20th day of July, 2018.

BETWEEN:

**LANTIC INC., VANCOUVER REFINERY**

(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.

### **3.04 Outside Contractors**

The Company's main concern is to try to ensure that no permanent employee would be displaced by any work contracted out. In general, the Company will use 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.
4. The Company agrees to hold a meeting with a Union Representative to discuss the scope of non-emergency work the Company plans to contract out. The meeting will be held a minimum of three working days prior to the planned work is to be contracted out.

## **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) **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:	<b>06:30</b>
Afternoon Shift:	<b>14:30</b>
Night Shift:	<b>22:30</b>

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 **22:30** hours Saturday to **22:30** 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, 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 **22:30** hours Sunday. Power House employees will be paid time and one quarter for all hours worked on Sunday between **22:30** hours Saturday to **22:30** 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) An employee may bank any overtime worked in any one year period from February 1 to January 31.

Employees intending to bank overtime will provide their supervisor with a completed "Banked Overtime" form no later than the date the overtime is worked.

- (ii) Each overtime hour worked will earn two hours in the bank at straight time.

- (iii) Administered independently from vacations and ATO, overtime banked must be taken in the form of time off in the current year (between February 1 and January 31). When taken, payment will be made at the employee's current classified rate of pay. It is understood that banked overtime shall only be scheduled after vacation and ATO have been exhausted.
- (iv) Any banked overtime remaining on January 31 will be paid out in the following pay period, based on the instructions obtained at the beginning of the year, from each concerned employee indicating the amount they would like to be directed to an RRSP, any left over being paid in cash. When paid out, payment will be made at the employee's current classified rate of pay.

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

and one (1) other 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:
- **one dollar and ten cents (\$1.10) per hour effective on March 1, 2018**
  - **one dollar and twenty cents (\$1.20) per hour effective on March 1, 2021**

Employees working on a night shift shall receive a shift bonus of:

- **one dollar and seventy cents (\$1.70) per hour effective on March 1, 2018**
- **one dollar and eighty cents (\$1.80) per hour effective on March 1, 2021**

- (b) Watchmen will receive an additional shift bonus of seventy-five cents (75¢) per hour for all hours worked between **22:30** hours Saturday to **22:30** hours Sunday.

#### **5:10 Medically Restricted Shift Work**

An employee indicating that he/she will be incapable of working a three-shift system will be required to provide the appropriate medical substantiation.

The employee will continue in his/her classified job for an initial period of 4 weeks and then the employee will be temporarily transferred to the Miscellaneous Labour job classification and be paid the Miscellaneous Labour classified rate of pay after temporary transfer. Upon the employee being medically capable of returning to the three-shift system he/she will resume his/her posted job classification and classified rate of pay.

In the event that the employee is incapable of returning to a three-shift system after 26 weeks total, he/she will automatically lose his/her classified job and return to the Miscellaneous Labour job classification and classified rate of pay and will lose his/her 'spare' classification if shift work is required. Both parties agree that the period may be extended by mutual agreement.

The vacant job classification will be posted and awarded in accordance with Article 7:04 of the Collective Agreement.

#### **5:11 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 Article 27)

Wages and classifications of work are attached and known as Article 27 and are effective as of the dates set forth in the said Article 27.

### **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 Article 28) 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 Plant Chair of its decision prior to the confirmation posting. Should the Plant Chair 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 Plant Chair. 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. Notwithstanding the above, if a senior employee is notified by the Company during his absence, of a job vacancy, he shall have five (5) working days after his notification to apply for the vacancy.
- (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 sixty (60) working days 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.

The Company will provide a written assessment to the probationary employee about the mid-way point of his/her probationary period.

Notwithstanding the above, the probationary period may be extended by mutual agreement between the Company and the Union.

#### **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 seventeen (17) 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 commencing:
  - (a) in the case of a natural mother, immediately following the end of the maternity leave taken under 8:01, for up to thirty-five (35) consecutive weeks, 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, for up to thirty-seven (37) consecutive weeks, 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 fifty-two (52) weeks.

### **8:04 Political Leave**

The Company agrees to grant leave of absence to any employee elected to or appointed to a political position within the federal or provincial government. The employee will not lose seniority or vacation



entitlement, but will not be eligible for benefits during his/her absence. (Entitlements for benefits, seniority etc. to be worked out between the parties).

## **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:

<u>Cumulative Years of Service</u>	<u>Vacation Entitlement</u>
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 = 
$$250 \text{ minus days absent in excess of 40 days minus lay-off days} \\ \frac{\text{in excess of 40 days}}{250}$$

- (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 of vacation will take three weeks in the summer and the balance during the winter months as defined in 9:03 (b). **Should extra summer weeks be available following the initial posting of the vacation schedule, the Company will, at its sole discretion and on a first come first served basis, have the ability to grant additional weeks during the summer period.** 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.

## **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.

First Aid coverage on the applicable shift will be provided in the following order of First Aid Certificate seniority:

- (a) No. 2 Lab operators on that shift
- (b) Pan Room/No. 2 Lab Utility operators on that shift
- (c) No. 2 Lab operator spares on that shift
- (d) Pan Room/No. 2 Lab Utility operator spares on that shift
- (e) First Aid Certificate holder on that shift
- (f) If there is no coverage for a shift, the two remaining First Aid Certificate holders will be asked to work twelve hour shifts to cover.
  - Beyond a single shift coverage, use steps (a) to (e) above
  - Using steps (a) to (e) above, go to First Aid Certificate holder with 8 hours off between shifts
  - An employee may be asked to work 16 hours .

#### **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 each employee one hundred and sixty dollars (\$160.00) in the first full two (2) week pay period of each contract year to purchase 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: HUMAN RESOURCES MANAGER, INVESTIGATION AND RESPONSE*

If the grievance is not satisfactorily settled at the previous stage the grievance shall be submitted in writing to the Human Resources Manager, or in his/her 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 Human Resources Manager, 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*

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

The Company and the Union agree that it is in the best interests of the Company and the Union to refer all grievances that arise during the term of the Collective Agreement to a single Arbitrator. The following arbitrators will be used on a rotating basis:

- David McPhillips
- Brian Foley
- Stan Lanyon

It is the express intention of the Company and the Union to utilize this expedited process in preference to referring grievances to expedited arbitration under Section 104 of the *Labour Relations Code*.

The Company and the Union agree to enter into an agreement with the Arbitrator that will require the Arbitrator to agree to the following:

- (a) Upon referral of a grievance to arbitration, the Arbitrator must set the date on which the hearing will commence within 28 days after the day on which the grievance was referred to the Arbitrator.
- (b) The Arbitrator will issue a decision within 21 days after the conclusion of the hearing; and
- (c) If jointly requested to do so by the parties, the Arbitrator will issue an oral decision within 1 day after the conclusion of the hearing and will issue written reasons within 21 days after the conclusion of the hearing.

#### **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.

### **13.04 Employee Parking**

There will be no charge for employee parking to the benefit of Lantic Inc., Vancouver Refinery.

## **ARTICLE 14 HARASSMENT AND DISCRIMINATION**

### **14.01 Definitions**

Lantic Inc., Vancouver Refinery has a Harassment & Discrimination Policy. The following definitions are excerpts of this policy.

The Company and Union are committed to providing equal employment opportunities to all employees and applicants for employment without regard to race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age. The policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, transfer, promotion, layoff, recall, termination, leaves of absence, compensation and training.

The Company and Union are also committed to providing employees with an environment free from unlawful harassment. Employees who engage in conduct in violation of this policy will be subject to the Company's discipline procedure.

Discrimination is defined as:

- any unwelcome conduct, including comments and gestures which refer to an individual's race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age.

Harassment is defined as:

- any unwelcome conduct, including comments and gestures
- respecting the grounds of discrimination set out above in the general policy statement, and
- behaviour that detrimentally affects the work environment or leads to adverse job related consequences for the victim of the harassment.

Harassment can include behaviour that occurs at the workplace or occurs away from the workplace and relates to employment at Lantic Inc., Vancouver Refinery

Harassment may occur in a variety of ways and may in some circumstances, be unintentional. Whether something is harassment depends on the affect it has on the victim, rather than the intent of the harasser. It can include behaviour such as:

- unwelcome remarks or jokes about subjects like race, religion, disability or age
- the display of sexist, racist or other offensive pictures or posters
- consistent subjection of an individual to practical jokes or ridicule where the circumstances indicate that this treatment is motivated by a characteristic protected under human rights law
- verbal threats, intimidation or abuse based on one of the protected characteristics.

Sexual Harassment is a form of discriminatory harassment. Examples of sexual harassment include, but are not limited to:

- unwelcome sexual advances, requests for sexual favours
- unnecessary touching, patting or massage
- suggestive remarks, dirty jokes, leering, displaying of pornographic or offensive pictures, sexual graffiti
- sexual assault
- any other verbal or physical conduct of a sexual nature directed at an individual(s) by a person(s) who knows, or ought reasonably to know, that such attention is unwanted.

## **14.02 Procedure**

Employees who believe they have been harassed or discriminated against should proceed in accordance with the employer's Harassment and Discrimination Policy. The Union will be notified of any such complaints.

Employees not satisfied with the outcome under the Harassment and Discrimination Policy may file a grievance pursuant to Article 11 of the Collective Agreement.

Where a harassment complaint or grievance is filed alleging harassment or discrimination contrary to

this provision, the Company may, if it deems it appropriate, separate the complainant and respondent in the workplace pending the resolution of the complaint or grievance without the loss of pay or benefits.

The Company shall post conspicuously in the work place the Harassment & Discrimination Policy.

## **ARTICLE 15 JURY DUTY PAY**

### **15:01 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.

### **15:02 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 16 LABOUR DISPUTES**

### **16:01 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 Human Resources Manager, for joint discussions and consideration.

## **ARTICLE 17 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, brother, sister, **mother-in-law and father-in-law**.
- Three (3) days leave with pay for immediate family defined as grandchild, grandparents and other persons wholly supported by the employee and residing in the same household.
- One (1) days leave with pay for great-grandmother, great-grandfather, and spouses' grandparents.
- 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 18 SEVERANCE PAY**

### **18:01 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.

### **18:02 Re-Training**

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

### **18:03 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.

Two (2) 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 19 UNION BUSINESS**

### **19:01 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, prior to the two (2) year period expiring, 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. When said employee returns to active employment with the Company, on or after the two (2) year period has expired, it will be to the miscellaneous labour classification 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.

#### **19:02 Pay - Reimbursement for Leave**

It is understood and agreed that employees who are granted leave of absence as per 19:01 (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 20  
PENSION PLAN**

**20:01 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.

**20:02 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.

**20:03 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.

#### **20:04 Contributions (2009)**

The Members under the Lantic Inc. Division of the Retail Wholesale Union Pension Plan have voted in favour of making Member Required Contributions at a rate of three percent (3%) of their gross earnings by payroll deduction to the Retail Wholesale Union Pension Trust Fund commencing with the first pay period ending in July, 2009.

Therefore, further to Article 20 of the Collective Agreement, the Company has agreed to deduct from each employee's wages at the rate of three percent (3%) of the employee's gross earnings as Member Required Contributions to be remitted to the Retail Wholesale Union Pension Trust Fund commencing with the pay period from June 28, 2009 to July 11, 2009, for the duration of the current Collective Agreement and any renewals or extensions thereof. Such contributions shall be based on the same earnings as the Company contributions outlined in Article 20:03 of the Collective Agreement, and shall be forwarded by the Company together with the Company

contributions to the custodian of the assets of the Retail Wholesale Union Pension Trust Fund within the same timeframe as specified in the Collective Agreement.

The Members under the Lantic Inc. division of the Retail Wholesale Union Pension Plan may vote to cease making Member Required Contributions to the Retail Wholesale Union Pension Trust Fund at any time.

### **20:05 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 I 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 21 EARLY VOLUNTARY RETIREMENT SUPPLEMENT**

### **21:01 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. The Company would however prefer that an employee give a minimum of two (2) months notice of his expected retirement date, for proper planning and succession management.
- (b) The amount of monthly pension shall be for an employee \$8.00 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, or 'Rule of 85' (age and service combined) 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 22  
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 23  
BENEFITS**

**23:01 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 cover employees on the first day of the month following the completion of three (3) months of continuous service. 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 Lantic Inc., Vancouver Refinery (the "Company") that I receive sick leave benefits as set out in Article 23 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 \_\_\_\_\_, 2\_; 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        , 2

WITNESS:

\_\_\_\_\_)

Name

\_\_\_\_\_)

Address

\_\_\_\_\_)

\_\_\_\_\_)

Occupation

### **23:02 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.

### **23:03 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, and Eye Exam, to a maximum of \$350.00 per 24 months, 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.

### **23:04 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).

### 23:05 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

Orthodontic coverage will commence on the first day of the month following completion of six (6) months of continuous coverage in the Dental Plan. See Dental Care Plan pamphlet for details.

- (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.

It is agreed that dental coverage will continue for those employees on Weekly Indemnity or Workers' Compensation. Dental coverage will continue for those who qualify for Canada Pension Plan Disability Pension until age 60, so long as the Company remains a participating employer in the Plan. It is agreed that the Company will not make contributions for employees on Weekly Indemnity, Workers' Compensation or CPP Disability Pension.

- (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.

### **23:06 Occupational Fitness Assessment Form**

The Company agrees to pay up to a maximum of fifty dollars (\$50.00) upon presentation of a paid receipt for the completion of the Company requested Occupational Fitness Assessment Form.

### **23:07 Interlock EFAP**

The Company and Union will establish a joint Employee Family Assistance Program effective July 1, 2003.

It is clearly understood between the parties that if either party should decide that the program should be discontinued it shall be, and the monies collected (not spent) shall be returned in a reasonable manner.

The funding for the EFAP is a 50% employee / 50% employer split. The funding for the duration of the Collective Agreement is as follows:

Company	1.5 cents per regular hour
Employee	1.5 cents per regular hour

### **23:08 Post-Retirement Benefits**

Notwithstanding Articles 23:02, 23:03 and 23:04, employees hired after September 18, 2007 will be eligible for post retirement benefits only after completion of 22 years of consecutive service with the Company.

Each employee (hired prior to September 18, 2007) will have the option of receiving a one-time special payment in lieu of post-retirement benefits. Employees must submit their decision to the Company by January 2, 2008, with payout occurring in February 2008.

The special payment formula is:

- \$1,000 for each completed full year of service as at March 1, 2007.

## **ARTICLE 24 ACCUMULATED TIME OFF**

### **24:01 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 25 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 26 DURATION OF AGREEMENT**

### **26:01 Dates**

- (a) This Agreement shall be for the period from and including March 1, **2018** to and including February 28, **2023** 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, **2023**) 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.

**26:02 Anniversary Date**

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

**26:03 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 2nd day of **July 2018**.

SIGNED ON BEHALF  
OF THE COMPANY:

Lantic Inc., Vancouver Refinery  
Vancouver, B.C.

\_\_\_\_\_  
**J.F. Khalil**

\_\_\_\_\_  
**G. Mustvedt**

\_\_\_\_\_  
**S. Casey**

\_\_\_\_\_  
**D. Hannigan**

SIGNED ON BEHALF OF  
THE UNION:

Retail Wholesale  
Union Local 517

\_\_\_\_\_  
**C. Harris**

\_\_\_\_\_  
**T. Costa**

\_\_\_\_\_  
**M. Pavlukoff**

\_\_\_\_\_  
**S. Velichko**

\_\_\_\_\_  
**D. Carter**

\_\_\_\_\_  
**S. Lakusta  
Representative**

**ARTICLE 27  
JOB CLASSIFICATIONS**

New employees shall be paid at:

- 70% of the job rate for their first year
- 80% of the job rate for their second year
- 90% of the job rate for their third year
- 100% of the job rate from the fourth year on

The rate change takes effect on the employee's anniversary date.

This provision shall apply to Section 1 Group (a) only.

<b>Hourly Job Rate Effective</b>	<u>Mar 1/18</u> +2.00%	<u>Mar 1/19</u> +2.00%	<u>Mar 1/20</u> +2.00%	<u>Mar1/21</u> +2.50%	<u>Mar 1/22</u> +2.50%
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**27:01 Operating**

<b>Group (a):</b>	<b>\$30.14</b>	<b>\$30.74</b>	<b>\$31.35</b>	<b>\$32.13</b>	<b>\$32.93</b>
Miscellaneous Labour					
Packer - Small Pack					
Yard & Janitor					

Employees in Group (a) who are classified & trained as Spares in other Groups shall receive an additional twenty cents (0.20¢) per hour per spare.

<b>Group (b):</b>	<b>\$33.47</b>	<b>\$34.14</b>	<b>\$34.82</b>	<b>\$35.69</b>	<b>\$36.58</b>
Case Sealer					
Soft Sugar Packer					
x Sewing Room &					
Laundry Attendant					
Warehouse Hand Palletizer					
Facilities Attendant					

<b>Group (c):</b>	<b>\$33.60</b>	<b>\$34.27</b>	<b>\$34.96</b>	<b>\$35.83</b>	<b>\$36.73</b>
Cube Carton Packing Machine					
Cube Drum					
Packers					
Soft Sugar 1 kilo & 2 kilo Op.					
Icing Packer 1 kilo					

<b>Hourly Job Rate Effective</b>	<b><u>Mar 1/18</u></b>	<b><u>Mar 1/19</u></b>	<b><u>Mar 1/20</u></b>	<b><u>Mar1/21</u></b>	<b><u>Mar 1/22</u></b>
	<b>+2.00%</b>	<b>+2.00%</b>	<b>+2.00%</b>	<b>+2.50%</b>	<b>+2.50%</b>
<b>Group (d):</b>	<b>\$34.14</b>	<b>\$34.82</b>	<b>\$35.52</b>	<b>\$36.41</b>	<b>\$37.32</b>
Bins & Icing Mills					
Adsorbent Systems Operator					
Clarification Station Operator					
Mud Press/Stellar Operator					
Filtration Operator					
Fork Truck Operator					
Material Receiver					
Melt House Operator					
Liquid Sugar Attendant					
<b>Group (e):</b>	<b>\$34.55</b>	<b>\$35.24</b>	<b>\$35.94</b>	<b>\$36.84</b>	<b>\$37.76</b>
Refined Centrifugal Operator					
Raw Sugar Reclaimer					
<b>Group (f):</b>					
Colby Crane Operator (while discharging raw sugar cargo)					
	<b>\$35.61</b>	<b>\$36.32</b>	<b>\$37.05</b>	<b>\$37.98</b>	<b>\$38.93</b>
Station Operator/Lead Hand/Envelope Machine					
	<b>\$34.77</b>	<b>\$35.47</b>	<b>\$36.18</b>	<b>\$37.08</b>	<b>\$38.01</b>
Warehouse Assistant	<b>\$34.77</b>	<b>\$35.47</b>	<b>\$36.18</b>	<b>\$37.08</b>	<b>\$38.01</b>
*No. 2 Laboratory Operator	<b>\$34.85</b>	<b>\$35.55</b>	<b>\$36.26</b>	<b>\$37.17</b>	<b>\$38.10</b>
x Storekeeper	<b>\$35.27</b>	<b>\$35.98</b>	<b>\$36.70</b>	<b>\$37.62</b>	<b>\$38.56</b>
*Pan Floor/No. 2 Lab Utility					
1st 6 months	<b>\$34.01</b>	<b>\$34.69</b>	<b>\$35.38</b>	<b>\$36.26</b>	<b>\$37.17</b>
2nd 6 months	<b>\$34.71</b>	<b>\$35.40</b>	<b>\$36.11</b>	<b>\$37.01</b>	<b>\$37.94</b>
Thereafter	<b>\$35.43</b>	<b>\$36.14</b>	<b>\$36.86</b>	<b>\$37.78</b>	<b>\$38.72</b>
Sugar Boiler	<b>\$36.35</b>	<b>\$37.08</b>	<b>\$37.82</b>	<b>\$38.77</b>	<b>\$39.74</b>

<b>Hourly Job Rate Effective</b>	<u>Mar 1/18</u>	<u>Mar 1/19</u>	<u>Mar 1/20</u>	<u>Mar1/21</u>	<u>Mar 1/22</u>
	+2.00%	+2.00%	+2.00%	+2.50%	+2.50%

**27:02 Mechanical Trades With B.C. Trade Ticket  
Group (a) (single ticket)**

ELECTRICAL

Instrument Technician	\$41.35	\$42.18	\$43.02	\$44.10	\$45.20
x Electrician	\$41.73	\$42.56	\$43.41	\$44.50	\$45.61

MECHANICAL

x Machinists	\$41.35	\$42.18	\$43.02	\$44.10	\$45.20
Steamfitter/Pipefitter	\$41.35	\$42.18	\$43.02	\$44.10	\$45.20
Pipelagger*	\$41.35	\$42.18	\$43.02	\$44.10	\$45.20
Carpenter*	\$41.35	\$42.18	\$43.02	\$44.10	\$45.20
Painter*	\$41.35	\$42.18	\$43.02	\$44.10	\$45.20
Bricklayer*	\$41.35	\$42.18	\$43.02	\$44.10	\$45.20
Sheetmetal*	\$41.35	\$42.18	\$43.02	\$44.10	\$45.20
Welder	\$41.35	\$42.18	\$43.02	\$44.10	\$45.20
x Mechanic - Production	\$42.59	\$43.44	\$44.31	\$45.42	\$46.56

Steamfitter/Pipefitter with GA EE Licence (Class "A" Gas Electrical Endorsement Licence) will receive a premium of \$1.00 per hour.

**\*Denotes Craft trades. Among other work in their trade, the Craft trades are responsible for Asbestos and Lead abatement. Employees trained on Asbestos abatement shall receive a two dollar per hour (\$2.00/h) premium when performing approved asbestos related work. This premium, which will be applicable from the date of signature of the collective agreement, will be paid for the full shift in which the employee performed the asbestos related work.**

**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:

<u>Mar 1/18</u>	<u>Mar 1/19</u>	<u>Mar 1/20</u>	<u>Mar1/21</u>	<u>Mar 1/22</u>
\$42.42	\$43.27	\$44.14	\$45.24	\$46.37

In situations where the two (2) recognized combinations includes an Electrician/Electronic component, the following rate will be paid:

<u>Mar 1/18</u>	<u>Mar 1/19</u>	<u>Mar 1/20</u>	<u>Mar1/21</u>	<u>Mar 1/22</u>
\$43.34	\$44.21	\$45.09	\$46.22	\$47.38

**Group (c) – Lead Hands**

	<u>Mar 1/18</u>	<u>Mar 1/19</u>	<u>Mar 1/20</u>	<u>Mar1/21</u>	<u>Mar 1/22</u>
Electrician - Electronic	\$43.65	\$44.52	\$45.41	\$46.55	\$47.71
Machinist	\$42.74	\$43.59	\$44.46	\$45.57	\$46.71

Mechanic - Packing	\$42.74	\$43.59	\$44.46	\$45.57	\$46.71
House Maintenance					
Steamfitter/Pipefitter	\$42.74	\$43.59	\$44.46	\$45.57	\$46.71
Crafts	\$42.74	\$43.59	\$44.46	\$45.57	\$46.71
<b>Hourly Job Rate Effective</b>	<b><u>Mar 1/18</u></b>	<b><u>Mar 1/19</u></b>	<b><u>Mar 1/20</u></b>	<b><u>Mar1/21</u></b>	<b><u>Mar 1/22</u></b>
	<b>+2.00%</b>	<b>+2.00%</b>	<b>+2.00%</b>	<b>+2.50%</b>	<b>+2.50</b>
<b>Group (d)- Steam Plant</b>					
2nd Class Engineer	\$43.36	\$44.23	\$45.11	\$46.24	\$47.40

All Journeyman Trades employees on payroll at 18 January, 1979 will be considered to have a B.C. Trade Ticket for the purpose of Article 27.

### **27:03 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.

### **27:04 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 **\$1.25** 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.

### **27:05 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 \$0.60 per hour. They will receive \$1.00 per hour when required to act as a First Aid Attendant.

## **27:06 Personal Preference**

Any other employee may obtain a Level 2 first aid certificate and will be paid a first aid bonus of \$1.00 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.

## **27:07 Tools**

Tool Allowance

The following trades will receive an annual allowance based on the contract year, which must be used to purchase tools necessary for their trades at Lantic Inc., Vancouver Refinery.

- (i) Electricians, Machinist, and Production Mechanics -\$100.00
- (ii) Steamfitters/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.

## **27:08 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.



**ARTICLE 28**  
**SPARES**

**28:01 Spares**

All “operating” classified employees are eligible to hold two spare classifications.

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

New employees will be required to hold two spare positions, one in process and one in “packaging and warehouse”, unless otherwise prescribed given particular circumstances.

It is understood that vacancies for spare classifications will be first awarded to the most senior applicant who holds the least number of spare classifications at the time of acceptance, taking into consideration qualifications, merit, fitness and ability.

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.

## **ARTICLE 29 APPRENTICES**

### **29:01 Definition**

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

### **29:02 Number of Apprentices**

It is agreed that for each ten (10) Journeymen or any fraction thereof, one (1) apprentice may be employed in the trade classification outlined in Article 27:02, Group (a).

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

### **29:03 Apprentices' Wages**

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

#### **(a) Lantic Inc. Supplemental Unemployment Benefit Plan**

The Supplemental Unemployment Benefit (SUB) plan covers only those employees who are recognized as being a Lantic Inc. apprentice under the terms of the Collective Agreement.

This plan will supplement Employment Insurance (EI) benefits received by workers for unemployment while they are attending a Vocational School for their specific apprenticeship training. This SUB plan will not apply to any periods of retraining required to complete the Apprenticeship level.

Upon release to attend apprenticeship training, Lantic Inc. will provide the employee with a Record of Employment (ROE) indicating that the employee is entitled to supplemental unemployment benefits. The employee must submit this form to Service Canada when applying for EI benefits. The employee must indicate on the EI application form that the employer will pay SUB payments and these payments must be reported separately from any other earnings received in the claim period.

Employees are required to verify that they have applied for and are in receipt of EI benefits in order to receive payments under this plan. The employee will make available to the Company the cheque stubs from their employment insurance payments.

The benefit paid under this plan provides that the EI benefit rate (gross amount) and the SUB payment will equal 95% of the employee's apprentice weekly gross earnings upon release. The SUB is payable at 95% of the employee's apprentice weekly earnings while the employee is serving the two-week EI waiting period. Any changes to the EI benefits must be reported to the company to allow for the adjustment of the SUB payment.

The SUB is payable for the duration of the time the employee is attending the Vocational School for apprenticeship training. The maximum period of time that the SUB will be payable for any one training period is twelve (12) weeks. The SUB plan is financed by the general revenues of Lantic Inc. A separate record of SUB payments will be kept with the payroll.

The duration and terms of this plan are subject to approval by Service Canada. If this plan is amended at any time during this period Service Canada will be informed in writing within thirty (30) days of the change.

Payments of guaranteed annual remuneration, deferred remuneration, or severance pay will not be reduced or increased by payments received under this plan.

- (b) It is understood that once in the Apprenticeship Program, 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 posting.

#### **29:04 General Principles**

- (a) General Principles: The minimum period of training will be as specified by the Industry Training Authority (ITA).
- (b) All apprentices shall sign an apprenticeship agreement as prescribed by the Industry Training Authority (ITA), 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 his/her apprenticeship, dated to his/her original date of employment for plant seniority and date of **official entry into the apprenticeship program** 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 Industry Training Authority (ITA).

#### **29:05 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 Industry Training Authority (ITA) 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 Industry Training Authority (ITA).
- (c) Review training programs every six (6) months.
- (d) See that the required practical tests are carried out in co-operation with the Industry Training Authority (ITA).
- (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/her requirement of time served. The apprentice shall complete at least 1800 hours per year as set out by the Industry Training Authority (ITA).
- (g) Review initial list of applicants prior to testing selection.

### **29:06 Entry to Program - New Apprentices:**

Prospective apprentices must meet requirements of aptitude and basic skills tests established for the Company by an independent testing agency, and the minimum standards established by the Industry Training Authority (ITA). The selection of the successful Apprentice will be a Company Management responsibility. The Company agrees that seniority will be a factor in its selection.

- (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) The Company agrees that when hiring Journeymen tradesmen in future, only those with B.C. Trade qualifications or Interprovincial Trade Qualifications (Red Seal) will be hired. Where the only suitable applicant does not have B.C. Trade qualifications or Interprovincial Trade Qualifications (Red Seal), the matter shall be discussed with the Apprenticeship Committee.
- (c) Upon completion of each period of training in an approved Vocational School, an apprentice will be required to pass examinations set by the Industry Training Authority (ITA). 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 Industry Training Authority (ITA) 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/her position by the Joint Apprenticeship Committee and will result in his/her removal from the Program. Employees who are removed from the Program will be offered a base rated classification in the Department he/she came from and placed upon the Seniority List with his/her original date of employment less the amount of years and months he/she spent as an Apprentice. It is understood, however, that his/her combined seniority would apply for vacations, pension, severance pay and welfare benefits.

### **29:07 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/she 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/she shall work eleven (11) months at the trade and spend one (1) month at the Vocational School, or as required by the Industry Training Authority (ITA).
- (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/she 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/she shall work eleven (11) months at the trade and spend one (1) month at the Vocational School, or as required by the Industry Training Authority (ITA).

- (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/she 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/she shall work eleven (11) months at the trade and spend one (1) month at the Vocational School, or as required by the Industry Training Authority (ITA).
- (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/she 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/she shall work eleven (11) months at the trade and spend one (1) month at the Vocational School, or as required by the Industry Training Authority (ITA).
- (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/she 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/her anniversary date of entry into the Program.

**LETTER OF UNDERSTANDING**

BETWEEN:

**LANTIC INC., VANCOUVER REFINERY**  
(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 20<sup>th</sup> day of July, 2018

SIGNED ON BEHALF OF THE  
COMPANY:  
Lantic Inc., Vancouver Refinery

SIGNED ON BEHALF OF THE  
UNION:  
Retail Wholesale Union Local 517

\_\_\_\_\_  
J.F. Khalil  
VP Human Resources

\_\_\_\_\_  
C. Harris

\_\_\_\_\_  
G. Mustvedt  
Plant Operations Manager

\_\_\_\_\_  
M. Pavlukoff

\_\_\_\_\_  
S. Casey  
Maintenance Superintendent

\_\_\_\_\_  
D. Carter

\_\_\_\_\_  
D. Hannigan  
HR Business Partner

\_\_\_\_\_  
T. Costa

\_\_\_\_\_  
S. Velichko

\_\_\_\_\_  
S. Lakusta  
Provincial Representative

## LETTER OF UNDERSTANDING

BETWEEN:

**LANTIC INC., VANCOUVER REFINERY**

(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.

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 **6:30** hours and **18:30** 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 classified rate of pay.

When required to work on a statutory holiday, employees shall be paid at overtime rates of two (2x) their classified rate of pay for all hours worked plus a choice of:

- (i) An additional 8 hours at their classified rate of pay
- (ii) An additional day off with 8 hours at their classified rate of pay at a time to be mutually arranged between the employee and the Company.

The Statutory Holiday will be observed on the actual date of the holiday as stipulated in Article 5:03(b) and not the designated day established by the Company for operational reasons.

When the Statutory Holiday falls on a Thursday it shall be moved to the previous day that is not a Statutory Holiday.

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 **14:30** to **18:30** hours on 1st shift and from **18:30** to **6:30** 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, and paid 1<sup>st</sup> day accident, 2<sup>nd</sup> day sickness, with an 8 hour elimination period.

**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.

DATED this **20<sup>th</sup> day of July, 2018**

SIGNED ON BEHALF OF THE  
COMPANY:  
Lantic Inc., Vancouver Refinery

SIGNED ON BEHALF OF THE  
UNION:  
Retail Wholesale Union Local 517

\_\_\_\_\_  
**J.F. Khalil**  
VP Human Resources

\_\_\_\_\_  
**C. Harris**

\_\_\_\_\_  
**G. Mustvedt**  
Plant Operations Manager

\_\_\_\_\_  
**M. Pavlukoff**

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**S. Casey**  
Maintenance Superintendent

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**D. Carter**

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**D. Hannigan**  
HR Business Partner

\_\_\_\_\_  
**T. Costa**

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**S. Velichko**

\_\_\_\_\_  
**S. Lakusta**  
Provincial Representative

**LETTER OF UNDERSTANDING**

BETWEEN:

**LANTIC INC., VANCOUVER REFINERY**  
(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 **20<sup>th</sup> day of July, 2018**

SIGNED ON BEHALF OF THE  
COMPANY:  
Lantic Inc., Vancouver Refinery

SIGNED ON BEHALF OF THE  
UNION:  
Retail Wholesale Union Local 517

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**S. Lakusta**  
Provincial Representative

## LETTER OF UNDERSTANDING

BETWEEN:

**LANTIC INC., VANCOUVER REFINERY**

(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 modifications to Article 27 - Job Classifications, as per attached are adopted.
- 2) The incumbents of redundant classifications will be dealt with in accordance with Article 6, 6:04 of the Collective Agreement.
- 3) 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).
- 4) 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.
- 5) 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.

- 6) 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.
- 7) Any employee who receives their severance pay at date of layoff forfeits any and all rights to recall.
- 8) New Article 5, Hours of Work is hereby agreed to.
- 9) 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 **20<sup>th</sup> day of July, 2018**

SIGNED ON BEHALF OF THE  
COMPANY:  
Lantic Inc., Vancouver Refinery

SIGNED ON BEHALF OF THE  
UNION:  
Retail Wholesale Union Local 517

\_\_\_\_\_  
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VP Human Resources

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**S. Lakusta**  
Provincial Representative

**LETTER OF UNDERSTANDING**

BETWEEN:

**LANTIC INC., VANCOUVER REFINERY**  
(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: Millwrights**

At the Company’s discretion, two Millwrights may be hired during the term of this contract.

If the Company hires Millwrights during the term of this contract the following will be in effect:

- They will be on the Maintenance seniority list as of the date hired
- They can post into any job that other Machinists are able to post into
- They will be paid the same rate as Machinists in that job classification

DATED this **20<sup>th</sup> day of July, 2018**

SIGNED ON BEHALF OF THE  
COMPANY:  
Lantic Inc., Vancouver Refinery

SIGNED ON BEHALF OF THE  
UNION:  
Retail Wholesale Union Local 517

\_\_\_\_\_  
**J.F. Khalil**  
VP Human Resources

\_\_\_\_\_  
**C. Harris**

\_\_\_\_\_  
**G. Mustvedt**  
Plant Operations Manager

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**M. Pavlukoff**

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**S. Casey**  
Maintenance Superintendent

\_\_\_\_\_  
**D. Carter**

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**D. Hannigan**  
HR Business Partner

\_\_\_\_\_  
**T. Costa**

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**S. Velichko**

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**S. Lakusta**  
Provincial Representative