



**COLLECTIVE
AGREEMENT**

Between

REDPATH SUGAR LTD.
(herein called “the Company”)

And

UNIFOR, LOCAL 2003 -33
(herein called “the Union”)

July 1, 2018 – June 30, 2022



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ARTICLE 1 – RECOGNITION

1.01

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

1.02

(a) Persons not included in the bargaining unit shall not perform any work normally performed by those employees in the bargaining unit. In determining the work “normally” performed, the past practice and custom shall prevail. The exception to the above is where the Company makes the decision to complete the work in a timely and efficient manner and the tools, equipment or capabilities to do so are not reasonably available; and/or employees of the Company are instructing, or relieving during emergencies, and/or staff training affecting the recognized work within the classifications, where such work performed does not displace an employee in the bargaining unit, or cause the loss of any potential hours of work under Articles 17 and 18 herein as currently practiced.

(b) In the event of additional exceptions incapable, at this time, of agreed definition, the parties, by agreement, may add such exceptions as are hereby not recognized provided the Company has not sent out any work normally performed by bargaining unit employees where it has sufficient work force, including employees on recall, to perform the work in a timely and efficient manner.

(c) If and when an emergency situation is perceived by management to arise, and causes the need for relief of a bargaining unit employee, a Union Officer, Steward, or senior member within the affected department will be informed of the situation as will the employee being relieved. The Union will also be advised in advance of instruction.

1.03

It is agreed that this Collective Agreement and its appended Letters of Understanding, if any, form the basis of the understanding between the parties and shall not be modified, altered, changed or amended in any respect, except by written mutual agreement signed by the Union's Representative and the Company's designated Representative. The Union agrees that upon ratification of this Agreement, that all "past practices" that exist in the workplace, either written or verbal, will cease unless specifically provided for in this Agreement or in a Letter of Understanding.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01

(a) The Union agrees that the management of the Refinery shall be vested exclusively in the Company, including but not limited to the direction of the working forces; the right to hire; the right to suspend or discharge employees for just cause; the right to promulgate reasonable rules and regulations; the right to relieve employees from duty because of lack of work or other reasonable cause; the right to determine the scope of its activities and the products to be manufactured or processed in the Refinery or elsewhere by its employees or others; the right to transfer work to other facilities or to shut down the Refinery or parts thereof; the right to set shift schedules; and the right to transfer employees from one area of the refinery or duty to another, except as otherwise limited by specific provisions in this Agreement.

(b) The only restrictions to the execution of the foregoing functions are those restricted by the express language of the following provisions of this Agreement.

ARTICLE 3 – RELATIONSHIP

3.01

All employees shall as a condition of employment pay Union Dues upon completion of probation as outlined in Article 8.09. Employees will become and remain members of the Union after they have worked for thirteen (13) weeks within a

period of six (6) months. The Union agrees that no employee who has completed probation will be refused membership in the Union. The Company will inform the Chief Steward and the Local Union Representative in writing within one (1) calendar week of hire, the name of a new employee.

3.02

The Company will furnish to the Chief Steward and the Local Union Representative copies of all notices posted by the Company that affect Bargaining Unit Members.

3.03

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

ARTICLE 4 – CHECK-OFF

4.01

All employees of the Company covered by this Agreement shall, as a condition of employment, become members of the Union and shall remain members in good standing and authorize the Company, on a form provided by the Union, to deduct Union's dues and other fees as provided for in the Union's Constitution or Bylaws (Membership Card). The Company will send the Membership Card to the Union within

two (2) weeks of hiring. Regardless of when the Union dues are deducted from an employee's pay in a given month the Company will remit those amounts to the Union office, together with a list of names of those from whom such deductions have been made; their rate of pay and their wage classification as per the Collective Agreement by the end of the month that the dues were owed for. The Company will show the amount collected for Union Dues on the employee's T-4 slip each year.

4.02

The required Union initiation fee will be deducted by the Company from the employee's pay following completion of the probationary period as outlined in Article 8.09, such initiation fee will be remitted to the Union in the same manner as provided for in Article 4.01.

4.03

The Union will indemnify the Company and all its officials, representatives, employees and agents against any and all claims, demands, or other forms of liability which may arise out of action taken by the Company in accordance with the check-off authorizations and in complying with the provisions of this article

ARTICLE 5 – STEWARDS AND UNION COMMITTEE

5.01

The Company acknowledges the right of the Union to elect a Bargaining Unit Committee consisting of a Chief Steward, Alternate Chief Steward and two (2) Committee persons. The Company further acknowledges the Union right to appoint or elect additional Stewards to a maximum of eight (8). Such Stewards must acquire seniority standing under this Agreement before being so appointed or elected.

5.02

It shall be the steward's function to process grievances as provided for herein. A steward may also obtain permission from the Company to discuss Union membership with a new probationary employee, the time not to exceed a reasonable period. A steward's functions shall in no way conflict with his/her duties to his/her employer, and he/she shall be held responsible for the same quantity and quality of work as other employees.

5.03

The Local Union Representative will inform the Company in writing, of the names of the Bargaining Unit Committee and Stewards and /or subsequent changes. Written notification must be received by the Company before such individuals are recognized by the Company.

5.04

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

5.05

The Company and the Union agree to regular meetings to discuss matters of interest or concern of either party. Such meetings will be held not more frequently than every two (2) months, unless it is agreed additional meetings are required. The Chief Steward, Alternate Chief Steward and Local Union Representative will attend these meetings. It is understood that the Union will designate an alternate Bargaining Unit Committee Member to attend these meetings when the Chief Steward or Alternate Steward are unable to attend for any reason.

ARTICLE 6 -GRIEVANCE PROCEDURE

6.01

It is agreed that a Bargaining Unit Committee Member or Steward, when required to take up the grievance of an employee who has completed his/her probationary period, will not leave his/her assigned duties without first obtaining permission from his/her immediate supervisor to do so and will report back to his/her immediate supervisor upon resuming his/her assigned duties. In accordance with this

understanding, such Union Members will be paid for such time when the time so spent is during scheduled working hours and when on the premises of the Company. The Company reserves the right to withhold payment if more than a reasonable amount of time is taken.

6.02

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

6.03

(a) Where a meeting is held between the Company and an employee which could reasonably lead to discipline, or where a meeting is held with an employee for the purpose of issuing discipline, a Union Steward shall be present, unless the employee chooses not to be represented by a Union Steward. Such meeting shall not be unreasonably delayed due to the unavailability of a Union Steward. Such meetings shall concern only those incidents of misconduct or inefficiency which have come to the Company's knowledge within twenty-one (21) calendar days previous to the discipline being applied. (Does not apply to attendance, harassment or violence related issues.)

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

(c) It is agreed that the Company will remove any disciplinary notation against an employee's record after an elapsed time of twelve (12) months.

6.04

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

6.05

(a) A grievance may arise only from a dispute concerning the interpretation, application, administration or alleged violation of this Agreement. Any grievance brought to the attention of the Company by an employee or the Union will not be considered by the Company if more than fifteen (15) calendar days have elapsed since the occurrence of the cause of such grievance. An earnest effort will be made on the part of both parties to settle all grievances via the following procedure:

(b) The time limits at any step of the grievance procedure may be extended, provided there is written mutual agreement between the Chief Steward and the Refinery Manager or their designate.

(c) Should the Union fail to process a grievance to the next step in accordance with the prescribed time limit at any step of the grievance procedure; the grievance shall be considered abandoned.

(d) Should the Company fail to deliver their reply to the Union within the time limits prescribed at any step, the grievance shall proceed to the next step of the grievance procedure or to Arbitration whichever applies:

STEP 1

Should an employee who has completed their probation have a complaint concerning the interpretation, application, administration or alleged violation of any provision of this Agreement, he/she shall take the matter up verbally with their Supervisor or a designated Management representative. Such employee has the right to have a Steward present during this discussion when the employee requests. The Supervisor or Management Representative shall render a decision and deliver the decision verbally to the employee within seven (7) calendar days.

STEP 2

(i) If a resolution of the complaint has not been reached at Step 1, the employee or Union representative shall submit a grievance in writing, in duplicate, to the Supervisor/Management representative within seven (7) calendar days of the decision at Step 1.

(ii) A second step grievance meeting will be scheduled within seven (7) calendar days of receipt of the written grievance. The second step meeting will include the aggrieved employee, and the Steward involved, the Supervisor involved and at least one Company representative of the next level of Management. The decision of the Company on the second step of the grievance procedure shall be in writing and delivered to the Chief Steward or Alternate Chief Steward within seven (7) calendar days of the second step meeting.

STEP 3

(i) If the Company's decision of the second step is not satisfactory to the Union, a written request for a third step meeting must be forwarded to the Refinery Manager by the Chief Steward or Alternate Chief Steward within seven (7) calendar days of receipt of the Company's decision. Third step meetings can include three (3) Union representatives/officers and the grievor, the Refinery Manager and/or any other employee from management as designated by the Company. These meetings will be scheduled within fourteen (14) calendar days from the receipt of such request or at the next scheduled Union/Management meeting whichever is sooner.

(ii) The Company's decision in writing will be delivered to the Chief Steward or Alternate Chief Steward within seven (7) calendar days of the third step meeting.

ARTICLE 7 – ARBITRATION

7.01

If the Company's decision of the third step meeting is not satisfactory to the Union, the Chief Steward must forward written notification of the grievance proceeding to Arbitration to the Refinery Manager or his designate within fourteen (14) calendar days of the receipt of the third step reply. The parties agree to the use of a single Arbitrator to settle each grievance proceeding to Arbitration. The Arbitrator will be selected as follows:

- (a) The party who is requesting the Arbitrator will submit three (3) names to the other party for consideration within ten (10) calendar days of the notice to proceed to Arbitration.
- (b) The party receiving the list of names will have ten (10) calendar days to respond, outlining their agreement with one of the names proposed or in the alternative proposing three (3) other names.
- (c) Should the parties fail to agree on a proposed Arbitrator, the Ontario Ministry of Labour will appoint an Arbitrator to hear the grievance.
- (d) Notwithstanding the above procedure, it is understood that either party can proceed to expedited Arbitration in accordance with the relevant provisions of the Labour Relations Act.

7.02

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

7.03

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

7.04

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

7.05

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

7.06

Any grievance submitted to arbitration which has not been arbitrated within one (1) year after selecting the arbitrator shall be considered closed. If a grievance submitted for arbitration has not been arbitrated within the time frame specified in Article 7.06 due to inaction by the Company, such time period will be extended. If a grievance submitted for arbitration has not been arbitrated within the time frame specified in Article 7.06 because the arbitrator fails to proffer an available date or

dates within that time period, the time period to arbitrate shall be extended to the first date that the arbitrator is available. Any grievance not brought forward by the Union in accordance with the time limits specified in this step of the process shall be considered closed

ARTICLE 8 - SENIORITY

8.01

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

8.02

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

8.03

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

(a) Employee will be declared surplus in the classification where the reduction is required commencing from the employee with the least seniority in that classification;

(b) Employees thus declared surplus may either use their seniority as hereinafter provided [(c) refers] or be laid off to await recall; and

(c) (i) Any employee declared surplus who does not wish to take a lay-off will fill the vacancy available or if more than one vacancy exists, the vacancy of their choice. If no vacancy exist such employee will take the position held by the employee with the least seniority in the plant. It is understood where more than one employee is declared surplus at any one time, the employees affected will exercise their options in order of seniority. A vacancy is defined as a job that had been posted and remains unfilled.

(ii) Employees replacing other employees as provided in (a) above, will be offered up to thirty (30) work days to demonstrate they can perform the job. Those who fail to demonstrate performance ability will be laid off without recourse to await recall.

Note: The provision set out in (c) above does not apply to classifications named in 8.14. A surplus employee who seeks to take such a position must first establish that they have the necessary job qualifications.

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

8.04

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

8.05

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

8.06

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

8.07

Recall: In the event of vacancies existing in the classifications from which employees had previously been declared surplus those employees will be returned to their original classification and the vacancies thus created will be filled in order of seniority from those employees awaiting recall. All other vacancies, including new positions, which the Company intends to fill, shall be posted as provided herein.

8.08

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

8.09

Employees shall be on probation until they have worked thirteen (13) weeks within a period of six (6) months. Upon successful completion of probation, employees will pay an initiation fee to be determined by the Union, such initiation fee will be deducted from the employee's pay with the next scheduled Union dues deduction. Seniority would then date from the date the employee commenced work for the Company. Seniority shall accumulate during a permitted leave of absence from work on account of sickness or accident. This provision shall not pertain to part-time employees as defined in this Agreement.

8.10

(a) Employees who accept transfer to a position outside the bargaining unit will retain their seniority for a period not to exceed six (6) months from the first day of transfer outside of the bargaining unit. "It is understood that the employee will make their own arrangement to pay Union dues directly to the Union during this period."

(b) After completing the six (6) month period, an employee shall be deemed to have been removed from the seniority records in accordance with Article 8.11.

(c) An employee who, within the six (6) month period, is transferred back into the bargaining unit will take the position of the employee with the least seniority provided the employee is qualified to perform the job.

8.11

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

(a) if the employee voluntarily quits the employ of the Company

(b) if the employee is discharged for any just cause, and is not reinstated through grievance and/or arbitration procedure;

(c) if the employee is absent from his/her duties for more than two (2) days (or two [2] shifts as the case may be) and is unable to furnish a reason satisfactory to the Company for such absence;

(d) if the employee fails to report for duty after a lay-off unless he/she furnishes a reason satisfactory to the Company. When calling an employee back from lay-off, he/she shall be notified by registered mail at his/her last address on record with the Company, and shall be allowed three (3) days (excluding Saturdays, Sundays, and Plant Holidays) from the date of notice in which to notify the Company of their intentions, and a further period of four (4) days (excluding Saturdays, Sundays, and Plant Holidays) to report to work.

(e) employees with under five (5) years' seniority will have two (2) years' recall rights before the employee's name is removed from the seniority records. Employees with over five (5) years' seniority will have three (3) years' recall rights before the employee's name is removed from the seniority records.

(f) if the employee is off active work for any reason for a period in excess of thirty-six (36) months [excepting employees hired prior to 7/1/12]

8.12

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

8.13

When there is an original or subsequent vacancy, and the Company intends to fill such vacancies, the Company agrees to post a notice of such vacancies which shall include but not be limited to job classification, rate of pay and hours of work for a period of ninety-six (96) hours to enable interested employees to apply for the job.

8.14

(a) The Company will choose from among those employees responding to a job posting, the most senior employee.

(b) Selected job applicants to a vacant position will be placed on the job within thirty (30) working days. Notwithstanding the above, job qualifications must first be established by the applicant and where one or more employees have established the required qualifications, or can reasonably be expected to obtain the qualifications through training that is not to exceed up to thirty (30) days, seniority shall govern in the selection. Should the selected job applicant not obtain the required qualifications up to thirty (30) worked days in the classification or should he voluntarily step down from the job up to thirty (30) worked days in the classification, the employee will fill the vacant position from which they previously came from. If no such vacancy exists, such employee will take an open position and if no such position exists then such employee will take the position held by the employee with the least seniority in the plant.

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

ARTICLE 9 – DISCHARGE OR SUSPENSION

9.01

An employee who claims he/she has been unjustly discharged or suspended may submit their grievance in writing, and such action must be taken within ninety-six (96) hours (Saturdays, Sundays, and Statutory Holidays excluded) of their discharge or suspension. He/she shall, if subsequently reinstated through the grievance procedure, and if necessary arbitration, be compensated for their lost time at their normal rate of pay or receive such lesser compensation, if any or according to any agreement reached by the parties in the grievance procedure or as decided upon by a single arbitrator. These grievances shall commence at the 2nd step and it is agreed that such grievance meetings will occur within five (5) calendar days.

ARTICLE 10 – NO STRIKES AND NO LOCK-OUTS

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

ARTICLE 11 – BULLETIN BOARD

11.01

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

ARTICLE 12 - MEDICAL EXAMINATIONS

12.01

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

12.02

When a medical examination is required by the Company or the Company's insurance carrier, the following conditions shall apply:

- (a) The employee shall take such medical examination during his/her normal working hours, and he/she shall be paid for the time involved.
- (b) Employees shall be supplied with a copy of such medical report provided a report is made available to the Company.

(c) If the employee is required to travel for such an examination, public transportation will also be paid by the Company.

ARTICLE 13 – HOLIDAYS

13.01

The following holidays will be recognized:

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

13.02

(a) The Company will pay for such holidays provided an employee has worked the entire normal shift preceding and the entire normal shift immediately following the holiday unless there is reasonable cause for not having done so for the number of regular hours ordinarily worked at the employee's basic straight time hourly rate of pay.

(b) In the event of a lay-off, and subject to other qualifying conditions, an employee will be paid for the holiday if he/she has not been laid off for more than two (2) weeks immediately prior to the holiday or is laid off commencing on the day immediately following the holiday. An employee shall not be disqualified from receiving holiday pay if he/she is unable to complete a qualifying shift due to bona-fide illness or injury.

(c) When the holiday falls on a Saturday or Sunday, the Company may elect one of the following:

- i. pay an extra day's pay; or
- ii. close on the Friday before and observe as a holiday in lieu; or
- iii. close on the Monday following and observe as a holiday in lieu.
- iv. Boxing Day will be observed on the work day following the observance of Christmas.

(d) The Company will discuss with the Union the Christmas Holiday schedule to try and find mutual agreement. If mutual agreement cannot be reached, the Company maintains the right to determine the final holiday schedule.

13.03

If an employee is required to work on a day that is recognized by the Company as a holiday, he/she shall be paid at the rate of double time for eight (8) of the hours worked on such a holiday in addition to any holiday pay which he/she may otherwise be entitled to receive, subject to section 13.04 of this Agreement. After eight (8) hours, they shall be paid at the rate of triple time.

13.04

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

13.05

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

(b) Employees working on continental shifts who are required to work on a holiday listed in 13.01, may request that they be able to bank twenty-four (24) hours of pay to be taken as a holiday later in the vacation year. Such request must be made two weeks in advance and will not be unreasonably denied by the Company. In the event that the Company approves the request, the employee shall be paid double time for hours worked on the holiday only. The banked twenty-four (24) hours must be used by the end of the vacation year.

13.06

An employee who reports for work at the start of his/her normal shift, unless otherwise previously notified by the

Company not to do so, will be entitled to receive four (4) hours' work or pay in lieu thereof at the employee's basic straight time hourly rate of pay unless the circumstances are beyond the control of the Company, including such circumstances as fire or power failure.

ARTICLE 14 - VACATION WITH PAY

14.01

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

14.02

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

14.03

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

14.04

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

14.05

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

14.06

(a) Employees who have completed thirty (30) or more years of continuous employment on May 31 of any year, shall be entitled to a vacation of six (6) weeks. Pay for such vacation will be twelve percent (12%) of their gross earnings during the twelve (12) months immediately preceding May 31.

(b) Employees reaching their 30th anniversary of employment will receive a one-time payment equivalent to one (1) week of pay. Employees reaching their 40th anniversary of employment will receive a one-time payment equivalent to one (1) week of pay. This one-time payment equivalent to one (1) week of pay will be repeated when an employee reaches their 35th anniversary of employment.

(c) Weekly Indemnity payments to be included as gross earnings.

14.07

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

14.08

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

14.09

(a) Any of the holidays listed herein which fall within an employee's annual vacation shall be paid for as provided herein subject to qualifying requirements, and provided the employee has worked on his/her normal shift immediately preceding and following their annual vacation.

(b) If the employee requests no lieu day then his/her vacation pay shall include his/her holiday pay.

(c) If the employee requests a lieu day, such request shall not be unreasonably withheld, it shall be determined by:

- (i) mutual agreement; or if no agreement
- (ii) the Company will determine the day.

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

14.10

(a) The choice of vacation period shall be according to seniority, provided it does not conflict with the Company's obligation to maintain an efficient working force. An employee entitled to six (6), eight (8), ten (10) or twelve (12) percent (%) vacation credits must arrange for the third, fourth, fifth or sixth weeks to be taken at a time suitable to the Company, if so requested by the Company.

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

(c) Should an employee be required to work during the vacation period, the employee will be notified as soon as reasonably possible thereafter. The Company will advise

employees of the winter shut-down-period by October 15th. The Company agrees to provide at least four (4) weeks' notice of vacation during the winter months.

(d) Once the Company has officially scheduled an employee for their vacation period, such vacation period will not be changed without the employee's consent. While the special request of an employee for unusual vacation arrangements and/or a leave of absence may be lodged in writing by such employee with the Personnel Department, the outcome of such request must depend on the Company's decision. Such special vacation request must be made by March 15th, or for winter vacations by October 25th of the particular year.

(e) The Company will reply to vacation requests made after April 15th within ten (10) calendar days from the request.

14.11

The Company will provide all employees with their vacation pay during the normal pay cycle. It is understood and agreed that any employee, with a minimum of three (3) weeks written notice, will be entitled to receive their vacation pay prior to the commencement of their vacation.

ARTICLE 15 – WAGE RATES

15.01

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

15.02

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

(b) Such grievance shall be dealt with at Step 2 of the Grievance procedure, and may thereafter, if unresolved, be processed to arbitration. Should the matter reach arbitration, the jurisdiction of the Board shall be confined to confirming the pay rate attached by the Company or to establish some other rate which would be based upon and within the existing pay range in Schedule "A".

ARTICLE 16 - SHIFT PREMIUM

16.01

(a) A separately calculated premium of sixty (60) cents per hour shall be paid for all hours worked on a second shift.

(b) A separately calculated premium of seventy (70) cents per hour shall be paid for all hours worked on a third shift.

(c) A separately calculated premium of sixty (60) cents per hour shall be paid for all hours worked on regularly rotating first, second and third shifts.

(d) A separately calculated premium of one dollar and ten cents (\$1.10) per hour shall be paid for all hours worked on schedules supporting continuous operations.

16.02

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

16.03

A second shift premium will be paid to an employee when the majority of his/her regular scheduled hours worked falls between 2:00 p.m. and 10:00 p.m., and third shift premium will be paid to an employee when the majority of his/her regular scheduled hours worked falls between 10:00 p.m. and 6:00 a.m. of the following day.

16.04

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

ARTICLE 17 - HOURS OF WORK

17.01

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

(b) For employees hired prior to July 1, 2015, the normal regular hours of work for the Warehouse Division shall be forty-two and one-half (42 1/2) hours per week, consisting of eight and one-half (8 1/2) hours per day, Sunday 2300 hours to Friday 2300 hours, inclusive.

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

(d) The Company shall have the right to establish, suspend, and/or revert to, work schedules in the Processing department to support continuous operations. The normal workweek shall not exceed forty-eight (48) hours, and the normal workday shall not exceed twelve (12) hours. Management shall provide at least **sixty (60)** days' notice of intent to implement schedule changes in the Processing department.

17.02

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

17.03

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

17.04

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

ARTICLE 18 – OVERTIME

18.01

(a) This article represents the only interpretation of the overtime allocation and no department agreements or understandings will be allowed.

(b) All overtime hours worked by any employee must comply with the requirements in the letter of understanding concerning excess hours of work.

(c) All overtime required to be worked in a classification named in Schedule "A" of this Agreement shall first be offered

to the employees in the classification starting with the employee with the least accrued overtime hours.

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

(e) The following principles shall be adopted with overtime: an employee who declines an overtime opportunity will be charged with the amount of the scheduled overtime as if he/she had worked in the following manner:

i. for all hours worked; for all hours worked and refused (to a maximum of eight (8) hours of refusal when coupled with hours worked);

ii. where no overtime work is performed, notwithstanding the amount of hours offered, the number of hours charged will be the hours offered up to a maximum of twelve (12) hours.

iii. An employee will not be considered to have declined overtime if he or she did not sign up but would not have been assigned overtime anyway.

(f) An employee who works overtime in either his/her classification or another classification will be charged the overtime.

(g) An employee who transfers from one classification to another through the job posting procedure or a new employee

will assume the lowest accumulation of overtime in the new classification in place of their accumulation prior to transfer, all overtime hours in the prior classification are forfeited. They will be considered classified and receive the rate of pay for the new position upon transfer, but will not be eligible for overtime in their classification until qualified, but will be eligible for other department overtime work they are qualified to perform.

(h) Employees' overtime hours, for the purpose of scheduling, will be calculated as of Tuesday 2300 hours and posted Wednesday 0700.

(i) It is the employees' responsibility to challenge this list within forty-eight (48) hours to give the foreman an opportunity to correct such error, if they feel there has been an error. If there is no challenge, there shall be no grievance; the only exception to this will be if an employee is absent for any reason.

(j) All other errors will be corrected in the following or subsequent weeks

(k) Overtime schedule:

(i) It is the employees' responsibility to challenge the overtime schedule within 24 hours, for non-continuous employees and prior to Sunday 0700 for continuous employees.

(ii) If there is no challenge, there shall be no grievance; the only exception to this will be if an employee is absent for any reason.

(iii) It is understood that where an employee has given his foreman proper notice of a substantiated scheduling or tracking error and the employee is not given the opportunity to work the overtime, the employee shall be entitled to receive pay for the hours lost.

(iv) An employee who is absent for whatever reason except vacation, bereavement leave and leave for Union business, will be charged with overtime opportunities as per the above.

(v) Overtime hours shall be considered at zero "0" at January 1 of each year.

18.02

(a) Payment of overtime shall be provided on a daily basis 2300 hours Sunday to 2300 hours Friday, inclusive, calculated after eight (8) hours worked in the case of the refinery and maintenance vehicle mechanic in any one (1) day.

(b) After eight and one-half (8 1/2) hours have been worked in any one (1) day in the case of Warehouse employees 2300 hours Sunday to 2300 hours Friday. Payment of double time will be provided on a daily basis Monday to Friday, inclusive, calculated after twelve (12) hours worked in any one day.

(c) All continuous hours worked, in any twenty-four (24) hour period, shall be paid in accordance with Article 18.02 (a).

(d) Regular full-time employees will be given the first opportunity to work overtime, provided they can perform the work required, before such overtime is offered to student employees.

18.03

(a) For employees working a Monday through Friday normal workweek, as defined in Article 17.01, all scheduled overtime work on Saturday and Sunday will be paid at the rate of double time only in the event that the employee has actually worked forty (40) previous regularly scheduled hours in the week. Vacation, banked days, statutory holiday, jury duty, bereavement, approved and paid STD, and paid union leave shall count toward the forty hours. In either event such premium rate shall not apply to work performed during normal regular hours of work.

(b) For employees working schedules supporting continuous operations, all work on Sunday will be paid at the rate of double time.

(c) A Saturday or a Sunday for the purpose of this clause shall be defined as 2300 hours to 2300 hours on the following day for all employees.

(d) Where an employee is scheduled to work a twelve (12) hour shift on any day and such overtime is cancelled by the Company after the sixth (6th) hour of his/her regular work day, provided the employee is at work during his/her regular eight (8) hour period, he/she shall receive the supper allowance as provided hereinafter.

18.04

There shall be no pyramiding of overtime payment.

18.05

(a) The Company will endeavor to post a list of overtime requirements by Wednesday at 1200 hours.

(b) Employees will divulge their intention to accept or decline available overtime by Thursday at 0700 hours by signing a sheet made available by the Company for that purpose.

(c) If an employee is unable to sign the posting due to absence, they may notify the foreman of their intention by phone.

(d) The Company will place the sign-up sheet where it will be available to employees

(e) Overtime will be assigned to those employees who have signed up in accordance with Article 18 of the Collective Agreement.

18.06

For employees on schedules supporting continuous operations, overtime at the rate of time and one half shall be payable for all hours worked on the employee's scheduled day off, providing the employee works the majority hours on each of the days of their normal schedule in that work week.

18.07

The Company agrees to offer overtime assignments in accordance with the Collective Agreement prior to placing a salaried employee on the job. Such placement, should it occur, will not be subject to a grievance by the Union.

18.08

In lieu of pay, an employee may bank up to twenty-four (24) hours of overtime pay in a calendar year. Said hours shall be rescheduled at a mutually agreed upon time in the calendar year. If not exercised by December 31 of the calendar year, the hours will be cashed out at the end of the calendar year.

ARTICLE 19 – STUDENTS

19.01

- (a) The rate of pay for all students is shown in Schedule “A” - Wage Rates and Classifications.

- (b) Students will be hired for vacation relief during the period May 1 to September 15. All other vacation periods, the students hired should relate to the number of regular employees taking vacation.

- (c) Students will from time to time undertake assignments as mutually agreed between the Company and the Union.

(d) Students will primarily be assigned to lower wage classifications.

(e) Scheduling of students will be referred to the Labour Management Committee.

(f) Students will have only the following articles in the Collective Agreement apply to their employment: Articles 4, 10, 13, 14.01 (only), 15, 17, 18, 19, 21, and 26, Schedule "A".

(g) Article 4.02 is also an exception and will not be repeated with each hire.

(h) In no circumstances shall the time spent in employment by a student be considered as counting toward seniority.

ARTICLE 20 – MEAL ALLOWANCE

20.01

If an employee works two hours or more in excess of their regular daily work hours and is otherwise not eligible for double (2x) pay, such employee shall be entitled to a meal allowance of \$10.00.

ARTICLE 21 – BEREAVEMENT LEAVE

21.01

(a) In the event of a death in the employee's immediate family (employee's parents, sister or brother, spouse, children, grandparent, grandchildren, mother-in-law or father-in-law) the employee shall be entitled to be absent from work for a period of three (3) regular working days, when such absence is necessary to make arrangements for and attend the funeral.

During such absence the employee shall be compensated at his/her straight time hourly rate for such regular working time lost.

(b) Employees who work a twelve (12) hour shift will receive thirty-six (36) hours pay if they are absent from work for three days. Employees who work an 8.5 hour shift will receive 25.5 hours pay if they are absent for three days. Employees who work an eight (8) hour shift will receive twenty-four (24) hours pay if they are absent for three (3) days.

21.02

An employee who will not be able to attend the funeral of a member of their immediate family or in the event the employee attends the funeral of a brother/sister-in-law, shall, if he/she requires time off during their regular working hours, be granted a maximum of one (1) day's leave with pay for such purpose provided the Company is supplied with proper proof of such death.

ARTICLE 22 – LEAVE OF ABSENCE

22.01

Leave of absence shall be granted to bargaining unit members of the Union for the conduct of Union business without pay and without loss of seniority provided the granting of such leave does not interfere with the Company's obligation to maintain an efficient working force and provided the leave is requested in writing by an officer or authorized representative of Unifor Local 2003 not less than forty-eight (48) hours from the date thereof.

22.02

Time off with pay for Union leadership members to receive training shall be granted provided the granting of such a training leave does not interfere with the Company's obligation to maintain an efficient working force, the leave is requested in writing by an officer or authorized representative of Unifor Local 2003 not less than forty-eight (48) hours from the date thereof and the training is approved by the Director of Human Resources or the Refinery Manager in his/her absence.

22.03

In the event that an employee is called for Jury Duty, the employee will be paid their standard pay for work time lost up to eight (8) weeks, provided the employee:

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

ARTICLE 23 – SAFETY & HEALTH

23.01

In the event that an employee is sent home by the management because of industrial injury, he/she shall be paid for the balance of the shift during which he/she was sent home. The Company will provide transportation for an injured employee. In the event that an employee, due to an accident in the plant, has to leave to go to the hospital for x-ray or

treatment for which he/she does not receive compensation under the Worker's Compensation Act, then the Company shall compensate such employee for the time lost upon presentation of a certificate from the hospital.

23.02

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

23.03

It is agreed that the provisions of safety prescription glasses where the Company requires such safety glasses to be worn, will be provided for by the Company. It is agreed, too, that the employee will provide the necessary prescription for the glasses. This benefit will continue while on Long Term Disability.

23.04

It shall be mandatory to wear safety footwear and the protective equipment provided by the Company while at work. The Company shall contribute one-hundred and seventy-five dollars (\$175.00) maximum toward the purchase of safety footwear once each twelve-month period, commencing from the date of an employee's last purchase as recorded by the Company. Also, work gloves will be provided by the Company and will be replaced when required. The employee, however, will be responsible for ensuring he/she retains their work gloves for replacement purposes.

23.05

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

23.06

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

ARTICLE 24 - EMPLOYEE BENEFIT PLANS

24.01

The Company will pay premiums for the following insured benefits for each employed employee who has completed three (3) months of continuous service with the Company:

- (a) Equivalent to Manulife or equivalent carrier (semi-private) - 100% of premium cost;
- (b) Major Medical Expenses – The Company will provide, at no cost to the employee, a benefit plan at least similar to those of the Manulife or equivalent carrier Extended Health Care (Drug Plan) as outlined in the employee booklet. This plan will have a ten dollar/twenty dollar (\$10.00/\$20.00) single and family deductible feature.
- (c) Dental Plan:
 - (i) Effective within thirty (30) days of ratification the

current O.D.A. Schedule of Fees shall apply.

(ii) The Plan shall include, effective with ratification of the Agreement, a lifetime orthodontic maximum of \$2,000.00.

(iii) The existing Plan will accept the charges of licensed "Denturists" for dental work.

(d) Group Life Insurance:

The Company will pay 100% of the premium cost to provide one times (1x) base salary [hourly rate x 2080] of insurance effective with ratification of the Agreement.

(e) Weekly Indemnity:

(i) The Company will pay 100% of premium cost of an insurance plan to provide eligible employees with benefits of sixty-six and two-thirds percent (66 2/3%) of their regular weekly earnings based upon their normal regular hours (Article 17 refers) multiplied by their basic hourly rate, excluding premiums. Effective November 1, 1997, employees with twenty-three (23), or more, years' service, will receive this benefit at a level of seventy (70) per cent, calculated in the same manner.

(ii) These benefits come into effect on the first (1st) day of absence due to accident or being hospitalized or on the fourth (4th) day of absence due to sickness (meaning payment on the 4th day) as the case may be, for a period of twenty-six (26) weeks. For employees normally scheduled to Twelve-hour workdays, benefits come into effect on the first (1st) day of absence due to accident or being hospitalized or on the third (3rd) day of absence due to sickness (meaning payment

on the third [3rd] day) as the case may be, for a period of twenty-six (26) weeks.

(iii) Notwithstanding any of the above statements or those contained in the employee booklet, the specific benefits and eligibility requirements as outlined in the carriers' contracts of insurance shall govern in the event of a dispute of any kind.

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

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

(f) Long Term Disability:

The Company will pay the premiums for a long-term disability insurance equivalent to 60% of the employee's straight time hourly rate multiplied by 173 payable each month following 180 days of continued disability. To qualify for the above benefit an employee must have completed five (5) full years of active employment with the Company.

(g) Vision Care:

The Company will pay the premiums for a vision care plan. The Plan will contribute two hundred dollars (\$200.00) each twenty-four (24) month period for active employees and two hundred dollars (\$200.00) each twenty-four (24) month period

for registered (TDI) dependents toward the cost of required prescription glasses. Upon proof of expenditure, the Company will reimburse an employee for one eye examination every twenty-four (24) months up to the gross amount of \$75.

24.02

The Company will make available benefit booklets to all employees every contract term.

ARTICLE 25 – SEVERANCE PAY

25.01

In the event an employee is terminated other than for cause, or laid off other than for a “temporary period” as that term is defined in the Employment Standards Act, the employee will be entitled to severance pay in an amount equal to one and a half (1 ½) week’s regular non-overtime wages per year of service, or part week per part year of service, to a maximum of thirty (30) weeks. Other than as expressly set out in this article, an employee’s severance pay entitlements shall be governed by the Employment Standards Act. For greater certainty, in the event that the affected employee has a right to recall under this Agreement and elects to have the severance pay paid forthwith, such employee’s recall rights and seniority are forfeited and their employment is terminated for all purposes.

ARTICLE 26 – DURATION OF AGREEMENT

26.01

(a) This Agreement shall come into effect from the date of its signing by the parties, except that wages shall have retroactivity in accordance with the Conditions of the Memorandum of Agreement.

(b) This Agreement shall come into effect upon signing by both parties and shall expire June 30, 2022, and shall renew year to year thereafter unless either party gives notice to the other party hereto of an intent to terminate or amend this Agreement. Such notice shall be given in writing not earlier than sixty (60) days and at least thirty (30) days before the expiry date of this Agreement or the anniversary date of any subsequent period in which this Agreement remains in force.

(c) All additions or changes made to the Collective Agreement during the term of this Agreement will be added or deleted in the form of a signed Letter of Understanding upon ratification from the bargaining unit membership. These Letters of Understanding will be signed by the Local Union Representative and the Refinery Manager or his designate.

For the Union



Randy Kitt
National Representative
Unifor

For the Company



Nasir Ahmed
Human Resources Manager
Redpath Sugar Ltd.

Ross William Laing
Phil Barbara
Moe Elzanaty
Kerry Feltham

Schedule A: Wage Rates and Classifications

The following wage rates for the respective classification shall be:

Classification	Department	1-Jul-18	1-Jul-19	1-Jul-20	1-Jul-21
Maintenance Vehicle Mechanic	Maintenance	\$37.10	\$37.75	\$38.41	\$39.18
40kg Icing Operator Rovema Operator Bulk Liquid Loader Central Process Operator Lift Truck Operator Yard Service	Packaging Packaging Processing Processing Warehouse Warehouse	\$34.60	\$35.20	\$35.82	\$36.53
Centrifugal Operator General Maintenance	Processing Maintenance	\$34.03	\$34.62	\$35.23	\$35.93
Lab Attendant	Laboratory	\$33.67	\$34.26	\$34.86	\$35.55
¼ Kilo Operator 2kg SIG Operator IBC Operator Ropak Operator A Material Handler	Packaging Packaging Packaging Packaging Warehouse	\$33.23	\$33.81	\$34.40	\$35.09
Second Floor Operator Valve Pack Operator Warehouse Attendant	Processing Packaging Warehouse	\$33.00	\$33.57	\$34.16	\$34.85
1kg 500gm Icing Operator Packaging Utility Operator Utility Operator	Packaging Packaging Processing	\$32.74	\$33.32	\$33.90	\$34.58
Raw Sugar Operator Blender Operator	Raw Sugar Packaging	\$32.04	\$32.60	\$33.17	\$33.84
*Payloader Operator Ten Kilo Operator 40kg Brown Operator	Processing Packaging Packaging	\$31.79	\$32.34	\$32.91	\$33.57
Process Support	Processing	\$30.09	\$30.61	\$31.15	\$31.77
Student Rate	Student	\$17.06	\$17.36	\$17.67	\$18.02
*While Operating Sugar Unloader Crane	Processing	\$41.67	\$42.40	\$43.14	\$44.00
*While Receiving Raw Sugar	Raw Sugar	\$33.00	\$33.57	\$34.16	\$34.85

Appendix A

LETTER OF UNDERSTANDING RE: ABSENTEE POSTING

Where an employee is absent from work, for whatever reason, and the period of such absence has extended beyond six (6) months, the Company may, at its discretion, post the position in accordance with the job posting provision of the Collective Agreement.

The job posting will identify that the position will only become a permanent assignment should the absent employee fail to return to work, ready to assume the full duties of his former position, after a period of twenty-four (24) months has passed from the commencement of "Long Term" Disability".

In the event the absent employee returns to work as provided above, the person who was the successful applicant to the job posting will be declared surplus and follow the lay-off procedure set forth in the Collective Agreement.

For the purposes of this agreement, should the successful applicant be declared surplus, his seniority shall be exercised as if he were in his original department.

An employee who applies and is accepted for such a job posting does so in the knowledge of the terms and conditions set out herein. The successful applicant will be required to acknowledge receipt of a copy of this agreement.

If there has been no job posting for such a position, and it has been filled by assignment during the first twenty-four (24) months, it will then be posted (in accordance with the Collective Agreement) as a permanent vacancy.

By mutual agreement of the Company