

CONSUMERS' CO-OPERATIVE REFINERIES LIMITED
Regina, Saskatchewan

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PROCESS HOURS OF WORK

This Letter of Understanding will be used in addition to the Company-Union Agreement to administer the process hours of work.

The standard work week shall average 37 1/3 hours over a 9 week cycle, consisting of two days of 12 hours each starting at 7:00 a.m. and stopping at 7:00 p.m., and two nights starting at 7:00 p.m. and stopping at 7:00 a.m., followed by five consecutive days off.

1. Overtime and Irregular Hours of Work - covered in Article 17 Section 1 and 2 in the Agreement.
 - a) Overtime principle to apply when an employee works more than 4 consecutive shifts, or more than 12 hours per day.
 - b) Premium pay to be awarded for all shift changes when no overtime is paid. Overtime payments take precedence over premium payments. Premium payments are administered on the first day worked following the shift change, as follows:
 - i) 12 hours pay for short change (the second 12 hour shift is not worked).
 - ii) 8 hours pay for all other shift changes, this includes 8 hours payment for going off shift for turnaround and also 8 hours payment for going back on shift following turnaround regardless of the maintenance overtime.
2. Compassionate Leave and Family Leave - covered in Article 15 - Section 5 (c) in the Agreement. Twelve-hour days are granted where applicable.
3. Vacation - covered in the Letter of Understanding 21 Annual Vacations and Article 15 - Section 3 in the Agreement. Specific points are administered as follows:
 - a) When the vacation entitlement is 149 1/3 hours or more, only one of the cycles can be broken up into 12-hour days and the remaining vacation is to be taken in units of 4 12-hour days. (Any remaining partial cycles, 1, 2 or 3 12-hour days, to be taken in 1, 2 or 3 12-hour units.)
 - b) It is the responsibility of all personnel to use available vacation periods throughout the year in order to get the allotted vacation time in.

- c) Should a statutory holiday occur while a process employee (on permanent shift schedule) is on vacation, statutory holiday pay will be paid to the employee on vacation on his or her first scheduled day worked following his or her vacation.

LANP would involve a trade arrangement with another Process employee to cover the shift at straight time pay. Statutory holiday pay will be paid to the employee on vacation on the first scheduled day worked following his or her vacation.

4. Civic and Statutory Holiday Pay - covered in Article 15 - Section 4 in the Agreement. Some additional points for administration are as follows:

- a) A process employee scheduled to work on a civic or statutory holiday, but is absent due to sickness, compassionate, or Workers' Compensation, will receive 8 hours pay at straight time holiday pay and 4 hours sick leave, compassionate or W.C.B. pay.
- b) A process employee scheduled to a RDO on a civic or statutory holiday will be paid the holiday pay rate on the first scheduled day worked following the holiday. Absent days, due to illness, following these RDOs will be covered by sick leave and then the first day worked in the employee's regular schedule will be paid at the holiday pay rate.
- c) A Process employee scheduled to work on a civic or statutory holiday shall receive the following pay:
 - i) 8 hours' pay for civic or statutory holiday.
 - ii) 8 hours' pay in lieu of day off.
 - iii) 12 hours' pay at straight pay for 12-hour shift.(The total pay for a 12-hour shift is 28 hours.)
- d) If not on shift, observe the Maintenance civic and statutory holidays.

5. Mandatory Relief

- a) Relief Pool – See Section 6 of this letter.
- b) Failure of relief to report at end of shift. In the absence of volunteers, it is mandatory for the employee who was being relieved to stay on shift until relieved - maximum of 4 hours, maximum total time of shift is 16 hours.

6. Relief Pool

- a) Average hours of work to be $37\frac{1}{3}$ hours per week averaged over a 9-week period for a total of 336 ± 4 hours. The 4 hours short or 4 hours over the 336 hours will be counted in the next 9-week period, along with the $\frac{1}{3}$ hour accumulated when working in Maintenance. If the hours worked exceeds 336 hours by more than 4 hours, then

overtime is paid for the hours exceeding 336. If the hours worked is more than 4 hours short of 336, then the hours short of 336 are paid at straight time.

- b) Maximum workweek at straight time - Sunday 7:00 a.m. to Sunday 7:00 a.m. = 48 hours.

Minimum workweek at straight time - Sunday 7:00 a.m. to Sunday 7:00 a.m. = 24 hours.

Minimum pay period - 60 hours at straight time unless on continuous relief assignments.

Maximum of three consecutive night shifts.

- c) Non-consecutive work week

- i) 12 hour day at straight time when on shift relief.

- ii) 8 1/3 hour day at straight time when on Maintenance.

- iii) No premium pay for changing schedules.

- iv) No notice required for straight time relief.

- d) In general, the senior relief personnel will assume senior vacant jobs on the shift in the section to which they have been assigned. However, in the event of an emergency call out, such as for sick leave, the previously scheduled personnel would step up, provided they can adequately perform the duties required by the higher position.

The scheduling of holiday and other relief pool and bottom swing position personnel does not permit continuous "on shift" performance for the most senior of the relief pool, nor does it permit or guarantee in any way that they will be able to take advantage of one section relief or the other, whether for job preference or step-up opportunities. Further, some rotation of relief pool personnel will be required at all times to ensure that all pool personnel receive adequate initial training and thereafter maintain working knowledge of the work.

All relief will be provided on the most economic basis, avoiding overtime payments where practical.

7. Trading Shifts - covered in Article 17, Section 1-9

- a) Persons actually doing the work will receive the normal straight time rate the other one would have received. Accelerated employees will receive accelerated rates applicable to the position worked.

- b) No provision is made for the Company to pay all or part of above wages to absent employee by deducting same from the person who actually performed the work.

- c) An employee trading off his or her statutory holiday will receive statutory holiday consideration on his or her following scheduled day worked.
- d) When a trade of shifts has been authorized, should the individual be unable to work the traded shift due to sickness, he or she should endeavour to inform the first party so that the trade would be cancelled and hence worked by the first party. If unable to contact said person, the individual shall then inform the Company, who will provide the relief in the normal manner. In this latter case, pay for the “sick” individual will only be forthcoming on presentation of a doctor’s certificate or acceptable confirmation relative to a disabling accident.

Consumers’ Co-operative Refineries Limited

Communications, Energy & Paperworkers
Union of Canada, Local 594

Date