

COLLECTIVE BARGAINING AGREEMENT

SOURCE			
EFF.			
TERM.			
No. OF EMPLOYEES			
NOMBRE D'EMPLOYÉS			

between



PETRO-CANADA PRODUCTS
A DIVISION OF PETRO-CANADA INC.
LAKE ONTARIO REFINERY
MISSISSAUGA PLANT
MISSISSAUGA, ONTARIO

and



02340 03

ENERGY AND CHEMICAL WORKERS UNION
LOCAL 593

**MEMORANDUM OF AGREEMENT, MADE IN SEXTUPLE, THIS FOURTH
DAY OF MAY, A.D. 1990**

BY AND BETWEEN:

PETRO-CANADA PRODUCTS,
A DIVISION OF PETRO-CANADA INC.
[HEREIN ACTING WITH RESPECT ONLY TO ITS LAKE ONTARIO
REFINERY (MISSISSAUGA PLANT) MISSISSAUGA, ONTARIO]
HEREINAFTER REFERRED TO AS "THE COMPANY"

OF THE FIRST PART;

AND

**ENERGY AND CHEMICAL WORKERS UNION, CLC, MISSISSAUGA
PLANT LOCAL 593,**
HEREINAFTER REFERRED TO AS "THE UNION"

OF THE SECOND PART;

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ARTICLE 1 - RECOGNITION

- 1.01 The Company recognizes Energy & Chemical Workers Union, CLC
Revised Mississauga Plant, Local 593, as the exclusive collective bargaining agent for all employees of the Company working at the Mississauga Plant, save and except foremen, persons above the rank of foreman, office staff, guards, kitchen help, and students temporarily employed during their vacation period.
- 1.02 The Company agrees that the duly authorized Union Negotiating Committee, consisting of not more than eight (8) representatives, all of whom are employees covered by this Agreement, with at least one hundred and twenty (120) calendar days of unbroken service, and who may be accompanied by a duly authorized Local or National Representative of the Energy & Chemical Workers Union, will be the exclusive collective bargaining agent with respect to rates of pay, hours of work and other conditions of employment for classifications set forth in Appendix C, Line of Promotion Chart, of this Agreement.
- 1.03 The Company agrees to recognize a Union Grievance Committee consisting of not more than four (4) representatives, all of whom are employees covered by this Agreement with at least one hundred and twenty (120) calendar days of unbroken service.
- 1.04 The Union agrees to notify the Company in writing of its representatives on the Union Negotiating Committee, the Refinery Safety and Health Committees, the Advisory Committee (OTP),
Revised Training Advisory Committee (Lubeplex) and authorized Stewards and of any changes thereto during the term of this Agreement.
- 1.05 The Union recognizes the exclusive right of the Company to exercise its functions of management, including among others, the right to manage its business; to maintain order, discipline and efficiency; to direct the workforce; to require employees to observe Company rules and regulations; to hire, promote, demote, transfer, classify or lay off employees because of lack of work; to suspend employees for just cause; and to discharge employees for just cause. Provided, however, that the Company recognizes that any exercise of these rights and powers in conflict with any of the provisions of this Agreement shall be subject to the provisions of the grievance procedure outlined in Article 11.
It is agreed that these enumerations will not be deemed to exclude other functions of management not enumerated.
- 1.06 The Company will not use the functions of management for the purpose of any discrimination or intimidation against any member of the Union.
- 1.07 The term "employee or employees" wherever hereinafter used,

includes day workers and shift workers and shall mean any or all of the bargaining unit as defined in Article 1.01.

- 1.08 Both parties to this Agreement hereby commit themselves to the fullest cooperation with the object of maintaining efficiency of operation and maintenance of Company property and cleanliness of work areas.

ARTICLE 2 - HOURS OF WORK

- 2.01 The regular working week will average 37.33 hours over the course of the work cycle, and this shall not be construed as a guarantee of any minimum nor as a restriction on any maximum number of hours to be worked.

- 2.02 The regular working day will begin at 8:00 a.m.

- 2.03 A shift worker will rotate from night shift to afternoon shift to day shift. The normal shifts are:

Night Shift – 12:00 midnight to 8:00 a.m.

Afternoon Shift – 4:00 p.m. to 12:00 midnight

Day Shift – 8:00 a.m. to 4:00 p.m.

All shift workers assigned to the day shift (8:00 a.m. to 4:00 p.m.), the afternoon shift (4:00 p.m. to 12:00 midnight) and the night shift (12:00 midnight to 8:00 a.m.) shall receive a premium effective:

~~Revised~~ February 1, 1990:

- (i) 39 cents per hour for hours worked between 8:00 a.m. and 4:00 p.m.
- (ii) 79 cents per hour for hours worked between 4:00 p.m. and midnight.
- (iii) \$1.38 per hour for hours worked between midnight and 8:00 a.m.

February 1, 1991:

- (i) 41 cents per hour for hours worked between 8:00 a.m. and 4:00 p.m.
- (ii) 84 cents per hour for hours worked between 4:00 p.m. and midnight.
- (iii) \$1.46 per hour for hours worked between midnight and 8:00 a.m.

Employees, when assigned to a regular day shift schedule, will not receive the premium in (i) above.

It is understood that the above amounts are paid as a shift differential and are not part of the basic rates or subject to overtime.

Shift schedules will be at midnight, 4:00 p.m. and 8:00 a.m. A shift worker's scheduled days of rest will, wherever possible, be either two or three consecutive days as scheduled by the Company. Shift workers mean those employees who work on a regular, scheduled, rotating shift basis.

The schedule prepared for shift workers shall provide for a repeating 15-day working cycle comprising, in the first week, 5 successive days of work followed by 2 days of rest and in the second week, 5 successive days of work followed by 3 days of rest.

2.04 No employee working on shift will leave his position until properly relieved except with the authority of the supervisor in charge. All shift workers will eat at or near the scene of their work and will eat as work and time permits. Because of this requirement, their lunch period will be part of their shift and no deduction in pay will be made.

2.05 A day worker's normal scheduled hours of work will average 37.33 hours per week over a 21-day working cycle. On scheduled days of work, Monday to Friday inclusive, the normal hours will be from 8:00 a.m. to 12:00 noon and from 12:30 to 4:30 p.m.

The schedule prepared for Maintenance workers shall provide for a repeating 21-day working cycle comprising, in the first week, 5 successive days of work followed by 2 days of rest; in the second week, 5 successive days of work followed by 2 days of rest; and, in the third week, 4 successive days of work followed by 3 days of rest.

Revised The schedule prepared for all other categories not covered by the foregoing and including workers employed in Lubeplex, Stores, Asphalt Barrel House, Tank Car Loaders and the Laboratory shall provide for a repeating 21-day working cycle comprising, in the first week, 5 successive days of work followed by 2 days of rest; in the second week, 5 successive days of work followed by 2 days of rest; in the third week comprising at the Company's option either 1 day of rest, followed by 4 successive days of work followed by 2 days of rest or 4 successive days of work followed by 3 days of rest. If an employee's cycle is changed whereby the days off are changed, the employee will be paid double time for the first regular working day of the new cycle.

2.06 The above schedule of hours shall apply except in cases where, due to special circumstances, different work periods may be required on a regular continuous basis, in which case the Company will thoroughly discuss the special circumstances with the Union before establishing revised starting and stopping times and before the change is instituted.

2.07 If a day worker is requested by the Company to work during the

regularly scheduled lunch period, the employee will be paid at straight time for the lunch period, but will be permitted to take 30 minutes on the Company's time for lunch at the first opportunity.

- 2.08 An employee shall be given notice of schedule changes in advance of the new starting time. When possible, four days' notice shall be given in advance of said change. Should an employee be on regular days off when such schedule change occurs, the employee's immediate supervisor or designee shall make a reasonable attempt to contact the employee and notify the employee of said change.
- 2.09 The Company agrees that only such employees as it deems necessary to operate and maintain the plant will be required to work Saturdays, Sundays and Holidays.
- 2.10 All employees shall have the privilege of exchanging shifts or days off by individual arrangement provided:
 - (a) Written consent of supervisor or foreman is obtained in advance.
 - (b) No additional cost or penalty shall be paid by the Company.

ARTICLE 3 - RATES OF PAY

- 3.01 The rates set forth in the Schedule of Rates of Pay, Appendix "D" to this Agreement, apply to the various Job Classifications and not to the individuals performing the work.
- 3.02 Deductions from wages, except those required by law, will be made only on the written authority of the employee and with the consent of the Company.
- 3.03 Any employee temporarily assigned for two hours or more in any one day to a higher rated job classification will receive the rate for that higher paid job while so assigned. Any employee temporarily assigned to a lower rated job classification will not have the rate reduced.
- 3.04 (a) Laboratory Assistants will be classified as 3, 2, 1. The Laboratory Assistant 3 rate will be the initial rate in the Laboratory. After 1 year of satisfactory service in the Laboratory, and having the necessary qualifications, promotion is in order to a Laboratory Assistant 2.

After 2 years' satisfactory service in the Laboratory, and having the necessary qualifications, promotion is in order to a Laboratory Assistant 1.

After 3 years' satisfactory service in the Laboratory, and having the necessary qualifications, promotion is in order to a Laboratory Technician 3.

After 4 years' satisfactory service in the Laboratory, and having the necessary qualifications, promotion is in order to a Laboratory Technician 2.

After 6 years' satisfactory service in the Laboratory, and having the necessary qualifications, promotion is in order to a Laboratory Technician 1.

- (b) Employees having graduated from a Community College Chemical Engineering Technology or Chemical Laboratory Technician Program shall be hired as a Laboratory Assistant 2 and progress as outlined in 3.04(a).

After 5 years' satisfactory service in the Laboratory, and having the necessary qualifications, promotion is in order to a Laboratory Technician 1.

3.05 The Schedule of Rates of Pay will apply to the job classifications as recorded, and the Company agrees to pay, and the Union agrees to accept such Schedule of Rates of Pay during the life of this Agreement.

3.06 Day workers, when required to change hours, and Clause 4.09 has been applied, and those shift employees not assigned to a 7-day continuous rotating operation (Clause 2.03) will receive a shift differential payment effective:

~~Revised~~ February 1, 1990:

- (i) Hours worked between 4:00 p.m. and midnight - 79 cents per hour.
- (ii) Hours worked between midnight and 8:00 a.m. - \$1.38 per hour.

February 1, 1991:

- (i) Hours worked between 4:00 p.m. and midnight - 84 cents per hour.
- (ii) Hours worked between midnight and 8:00 a.m. - \$1.46 per hour.

Under no circumstances will a day shift differential be paid.

Shift differential will not be paid for call-ins, nor overtime work that is continuous with the regular work period.

It is understood that the above amounts are paid as a shift differential and are not part of the basic rates or subject to overtime.

3.07 It is agreed that if new job classifications are established during the life of this Agreement, which are not covered by the Schedule of Rates of Pay now in effect, the rate for such new job classifications

will be negotiated between the Company and the Union. The Company may put into effect a temporary rate pending negotiations on the rate to be established, but once the rate has been established, it will be made retroactive to the time when the new job classification was instituted.

3.08 Any employee who is given the responsibilities of a Sub-Foreman
Revised shall receive a premium of 8% percent of the Mechanic#1 rate above the employee's classification rate while the employee is so engaged.

3.09 A premium of 12% of the Mechanic#1 rate will be paid when replacing
Revised a Foreman due to sickness, vacations, etc.

3.10 Any employee who is assigned to the position of Shutdown
Revised Coordinator shall receive a premium of 12% of the Master Operator's base rate above the rate of the employee's classification while so assigned.

Revised Any employee who is assigned to the position of Assistant Shutdown Coordinator shall receive a premium of 8% of the Master Operator's base rate above the rate of the employee's classification while so assigned.

New Effective February 1, 1991:

The above rates for Assistant Shutdown Coordinator and Shutdown Coordinator shall be increased to 10% and 15% of the Master Operator's rate respectively.

ARTICLE 4 - OVERTIME

4.01 (a) Only authorized work over the regular schedule of hours will be considered as overtime. Overtime work will be performed by employees when required to maintain efficient operations.

When allocating overtime, the Company will give consideration to any reasonable request by an employee to be excused from such overtime work. Overtime work will be distributed as fairly as possible among qualified employees, in the classification in which such work becomes necessary. A qualified employee temporarily assigned to a higher classification in accordance with Article 9.10(b) will be eligible to be held over on overtime in that higher classification while so assigned.

Overtime rates will be paid in accordance with the provisions of this Article 4, except as set forth in Article 2.07.

New (b) The Company agrees to post the current guidelines for Overtime Coverage in Maintenance, Operations and the Laboratory. Any changes must be mutually agreed upon between the Company and the Union.

- 4.02 If an employee, or anyone delegated by the employee, does not advise the Supervisor or Shift Superintendent at least two hours before the shift/work period commences that the employee will not be available for work, the unrelieved employee or any qualified employee in the classification in which the vacancy exists may be used to fill the vacancy, notwithstanding any of the provisions of Article 4.01.
- 4.03 Employees called in and performing work not continuous with their regular work period, will be paid for the hours so worked at the applicable overtime rate, or a minimum of four hours at straight time, whichever is the greater. Employees reporting for work and not needed for the full hours will be paid as above, unless failure to supply work is due to conditions beyond the control of the Company, or the employee has been previously notified by message left at the employee's residence or otherwise, not to report for work.
- 4.04 A day worker, scheduled to work days, who performs work between the hours of 12:00 midnight and 4:00 a.m., shall not, except in cases of abnormal operational difficulties, be required to report for the normal scheduled hours of work, within eight (8) hours of finishing such work. The employee shall not lose any scheduled time or pay because of this provision. The employee shall notify the Supervisor or Shift Superintendent prior to leaving the Plant if the employee will not be reporting for the remainder of the normal scheduled hours of work. Notwithstanding the above, standoff pay shall not accrue beyond 12:00 noon of the day following the day on which the overtime work was performed.
- A day worker, scheduled to work days, who performs work outside of the normal scheduled hours exclusive of the hours between 12:00 midnight and 4:00 a.m., will be paid in accordance with the provisions of Article 4.03.
- 4.05 An employee who loses time or who will lose time through a schedule change will be entitled to work out such time at straight time by agreement with the Foreman. An employee making up time, who is assigned to cover a shift vacancy, will be paid at the appropriate overtime rate and the time so worked will be applied against the lost time. Employees making up time may be assigned at straight time to any classification in any department for the purpose of training employees within that Department.
- 4.06 All employees who work more than one hour but less than two hours' overtime Continuous with their regular hours will be provided a meal allowance of \$9.00.
- ~~Revised~~ Employees required to work more than two hours' overtime continuous with their regular hours will be provided with a suitable meal and thirty minutes of Company time to eat it. In addition, for day workers,

if such employee is required to continue to work past the hour of 10:00 p.m., a second suitable meal will be supplied.

- 4.07 Regardless of the number of hours worked during any work week, the Company agrees not to suspend or lay off any employee to avoid payment of overtime.
- 4.08 Under no combination of circumstances will more than double time be paid for work performed except as provided in Article 4.03.
- 4.09 Day workers, when required to change their normal hours, will be paid at the rate of double time for the first period of work, at the new hours. Thereafter, the first eight hours of each period will be paid at straight time and all hours beyond eight will be double time.
- Provisions for premium payment arising out of a change of schedule shall not apply:
- (a) when a day worker returns to the normal hours;
 - (b) when day workers are required to change their normal starting time by not more than one hour to facilitate scheduling of shutdown work, and the Union is notified in accordance with Article 2.06. Where special circumstances arise, the parties agree to discuss possible premium payment relief.
- 4.10 Revised When a day worker is changed to a regular, scheduled rotating shift job, the employee will be paid double time for the first shift worked of the schedule and thereafter be governed by the provisions for shift workers contained in this Agreement.
- 4.11 When a shift worker's schedule is changed by the Company, the shift worker will be paid double time for the first shift of the new schedule. If a change of schedule coincides with a recognized holiday, change of schedule premium will be applied to the next regular shift of the employee's new schedule. A change of schedule is a change whereby the starting time is altered by four hours or more, or the days off are changed. No overtime will be paid for the first and second day of rest of the old schedule. Double time will be paid for the 11th and 12th day worked during any pay period in which there are ten regular working days, and for the 10th, 11th and 12th day worked during a pay period in which there are 9 regular working days.
- When, due to shift change, an employee in a nine-day pay period works a 10th, 11th or 12th day that coincides with a statutory holiday(s), the employee will be paid for the statutory holiday in accordance with Article 4.13(c), and the premium for the 10th, 11th and 12th day(s) worked will be applied to the first regular shift of the employee's next schedule.

In a ten-day pay period, the premium for the 11th or 12th day(s) worked will be covered by the procedure outlined above.

- 4.12 Provisions for premium payment arising out of change of schedule shall not apply if a change is made:
- (a) for the convenience of the employee;
 - (b) when a shift worker's schedule is changed as outlined in Article 9(9.10), upon returning to the former schedule;
 - (c) when a shift worker is changed to a regular day worker classification or to a regular day worker on a temporary basis;
 - (d) when a probationary employee is first assigned to a regular shift following a period of indoctrination and training;
 - (e) as a result of permanent promotion;
 - (f) when an employee returns from light duties or modified work;
 - (g) as a result of an emergency in the refinery requiring the implementation of Article 9.13. This applies to the Operating Departments only.
- 4.13 The Company will pay double times the employee's regular rate:
- (a) for work performed in excess of an employee's regular, scheduled shift or work period;
 - (b) for work performed on an employee's day of rest;
 - (c) for work performed on any of the recognized holidays as defined in Article 5, thereof.

ARTICLE 5 - HOLIDAYS

- 5.01 The following holidays will be recognized for the purpose of this Agreement:
- New Year's Day
 - Good Friday
 - Victoria Day
 - Canada Day
 - Civic Holiday
 - Labour Day
 - Thanksgiving Day
 - Remembrance Day
 - Christmas Day
 - Boxing Day
 - 11th Holiday
 - 12th Holiday
- New

New Should either the Provincial or Federal governments legislate a new Statutory Holiday, the parties to this Agreement agree that this twelfth Statutory Holiday shall be taken to observe any new Statutory Holiday declared by legislation.

Day Workers

The 11th holiday will be observed on a Friday or Monday to be agreed to by the parties prior to December 31st of the preceding year, but will not result in more than a four-day weekend.

New The 12th holiday will be a floating holiday to be taken at a time agreed upon between the employee and the Supervisor. Employees must have their floating holiday scheduled by October 31 or supervision may schedule it unilaterally. In the event that employees are unable to take this floater by December 31, they shall receive pay in lieu thereof.

New Effective January 1, 1991, the 11th and 12th holidays will be floating holidays to be taken at a time agreed upon between the employee and the Supervisor. Employees must have their floating holidays scheduled by October 31 or supervision may schedule it unilaterally. In the event that employees are unable to take these floaters by December 31, they shall receive pay in lieu thereof.

Shift Workers

New The 11th and 12th holidays for shift workers shall be December 24 and December 31 respectively.

(i) Shift Workers:

Observance of the recognized holidays by shift workers shall be from 8:00 a.m. on the calendar date until 8:00 a.m. of the following day.

(ii) Other Categories:

Revised Observance of the recognized holidays by all other workers employed in the Lubplex, Stores, Asphalt Barrel House, Tank Car Loaders, the Maintenance Department and the Laboratory shall be from 8:00 a.m. on the proclaimed day until 8:00 a.m. of the following day except when the holiday falls on an employee's scheduled day of rest in which case the first scheduled working day following the proclaimed holiday date, will be observed.

New (iii) Designated Laboratory Workers:

Observance of the recognized holidays by designated Laboratory workers shall be from 8:00 a.m. on the calendar date until 8:00 a.m. of the following day, except when the holiday falls on the employee's scheduled day of rest, in which case the first scheduled day following the holiday will be observed.

- 5.02 Holiday pay and pay for work performed will be considered as separate items of payment. Holiday pay will be eight hours' pay at employee's basic rate and will be paid to all employees for all the recognized holidays except as provided in Article 5(5.03). Pay for work performed will be paid in accordance with Article 4.13(c) of this Agreement.
- 5.03 Employees will not be paid holiday pay if:
- (a) Employee does not report for work both the day or shift immediately preceding and the day or shift immediately following the recognized holiday for which the employee is scheduled to work, without advance permission or unless the employee can prove there was a justifiable reason for the absence.
 - (b) Employee does not report for work on the recognized holiday on which the employee is scheduled to work, without advance permission, or unless the employee can prove there was a justifiable reason for the absence.
- 5.04 If one of the recognized holidays is observed during the employee's regular paid vacation, the employee will be entitled to a credit of one day's holiday to be taken at the convenience of the Company, or, at the employee's option, one day's pay in lieu of the recognized holiday.

ARTICLE 6 - VACATION WITH PAY

- 6.01 The Company agrees to give vacations to employees at their regular hourly rate of pay under the following conditions:
- (a) Three scheduled working weeks following completion of one year of continuous service, and annually thereafter.
 - (b) Four scheduled working weeks in the calendar year in which their 10th anniversary of continuous service occurs, and annually thereafter.
 - (c) Five scheduled working weeks in the calendar year in which their 20th anniversary of continuous service occurs, and annually thereafter.
 - (d) Six scheduled working weeks in the calendar year in which their 25th anniversary of continuous service occurs, and annually thereafter.

The vacation pay will be paid in advance of the vacation.

- New** Day workers will receive 37 1/3 hours pay for each week of vacation entitlement. If an employee takes a week of vacation during a week with a designated day off as per Article 2.05, the employee may elect an additional vacation day without pay.

- New** In the first quarter of each calendar year a vacation pay adjustment shall be paid calculated on the basis of 2% of total vacationable earnings per week of vacation entitlement during the previous year, less vacation pay received during that year.
- 6.02 Vacations are not cumulative and cannot be changed without permission of the Company. Vacation period shall be continuous unless otherwise mutually agreed.
- 6.03 An employee may express preference for the time of vacation and due consideration will be given and, where possible, the employee's wishes will be granted. Vacation schedules will be prepared as far as possible to grant the wishes of employees and to schedule as many vacations as possible in the preferential summer months. In those departments where it is necessary, vacations will be scheduled on a rotating basis.
- Notwithstanding the foregoing, it is understood and agreed that vacations must be taken at times which are most conducive to the efficient operation and maintenance of the refinery and as scheduled by the Company. Where possible, such schedules shall be posted so as to give an employee 45 days' notice of the assigned vacation.
- 6.04 When practicable, shift workers' vacations will be arranged to begin immediately after their scheduled consecutive days of rest.

ARTICLE 7 - SENIORITY

- 7.01 An employee will be considered on probation until the employee has been employed 120 calendar days of unbroken service with the Company. When an employee is absent more than five days on which the employee is scheduled to work, then the number of scheduled working days the employee is absent in excess of five will be added to the probationary period. Upon expiry of such probationary period, the employee will be placed on the Plant seniority list provided the employee has been accepted as medically fit by the Company Doctor. Plant seniority will commence from date of last hiring.
- The time limits in this section may be extended by mutual agreement of the parties.
- 7.02 Employees will have plant, departmental and classification seniority.
- 7.03 The Plant seniority list will show names and dates of last entry into the service of the Company in the job classifications covered by this Agreement, from which date plant seniority will accumulate.
- Departmental seniority will accumulate from the date of notice of last assignment into a specific department.
- Classification seniority will accumulate from the date of notice of last assignment to a classification within a specific department. In

situations where an employee has been displaced into a lower job classification in which the employee has previously worked within the specific department, the employee's classification seniority will be defined as the employee's previous seniority date in that lower classification.

- 7.04 Departmental seniority lists will show names, job classifications and plant, departmental and classification seniority as defined in Article 7.03 or, for the Laboratory, as defined below.

The names will be listed by job classification in descending order from the highest to the lowest rate of pay classification in the department. A department, for the purpose of this Agreement, will be defined as "individual line of promotion as shown on the Line of Promotion Chart, Appendix "C" of this Agreement". Departmental and classification seniority in the Laboratory will be from the date of last entry into the Department.

- 7.05 (a) The name of an employee who has been, or is, promoted from a job classification covered by this Agreement to an excepted position with the Company, will be carried on a list of excepted personnel for eight (8) months.

The employee will not accumulate additional plant, departmental or classification seniority from the date of entry into the excepted position; however, the employee continues to accrue Company service.

Such a person when released from excepted employment may, within thirty (30) calendar days of such release, but no later than the eight (8) months referred to above, exercise the seniority to return to a job classification in the department from which the employee came; and failing to do so, will forfeit the seniority and the employee's name will be removed from the list of excepted personnel.

Should the employee return to the department from which the employee came within eight (8) months of promotion, the employee's plant, departmental and classification seniority will be reinstated and will accumulate from such date of return. Should the employee return to such department more than eight (8) months from the date of promotion, the employee will forfeit all seniority rights; however, the employee retains Company service.

Should the same employee be promoted to an excepted position for a second time, the employee immediately forfeits all seniority rights within the bargaining unit.

- (b) The Company agrees that the, usual, duration of a temporary assignment to an excepted position will not exceed a maximum of six (6) months. Should it be necessary to extend the temporary assignment for an additional two (2) months or more,

the Company will discuss the reasons for the extended assignment with the Union.

The Company will review with the Union the feasibility of using another bargaining unit employee.

Where the duration of other special assignments extends beyond six (6) months for an employee, the Company will review with the Union the feasibility of using another bargaining unit employee.

- 7.06 Seniority lists will be posted in February of each year. A supplementary list of new employees will be provided semi-annually. Protest in regard to seniority standing must be submitted in writing within sixty (60) calendar days from the date the seniority lists are posted. When proof of error is presented by an employee or the Steward, such error will be corrected and when so corrected, the agreed upon seniority date will be final. No change will be made in the existing seniority status of an employee unless concurred in by the Chairman of the Unit Committee. Copies of the seniority lists will be supplied to the Union.
- 7.07 In a job classification which requires both day and shift workers, the day job will be assigned to the employee with the greatest departmental seniority provided the employee has the necessary qualifications to perform the work.
- 7.08 The Company will provide the Union, before the fifteenth of each month, with a list of:
- (a) Employees who have been hired within the previous month;
 - (b) Employees whose service has been terminated during the previous month;
 - (c) Temporary employees who were hired and/or terminated during the previous month;
 - (d) Employees promoted from a job classification covered by this Agreement to an excepted position pursuant to Article 7.05(a);
- New (e) Employees on Workers' Compensation during the previous month.
- 7.09 An employee shall lose all plant, departmental and classification seniority if the employee:
- (a) Voluntarily quits.
An employee shall also be considered to have quit voluntarily if the employee is absent for three consecutive working days without, during such period, notifying the Supervisor or Shift

Superintendent as to the reason for the absence or, if, upon giving such notice, the employee does not have a justifiable reason for the absence.

- (b) Is discharged and not reinstated under the grievance procedure.
- (c) Fails because of own delinquency to report for work as required under Article 10(10.05), upon being recalled. If an employee fails to report for work as required, the onus to prove the employee has not been delinquent will be upon the employee.
- (d) Is laid off more than twelve (12) months.
- (e) Overstays a leave of absence without advance permission or unless the employee can prove there was a justifiable reason.

ARTICLE 8 - TRAINING

- 8.01 Employees will be encouraged to learn the duties of other job classifications and every opportunity will be afforded to them to learn the work of such positions in their own time and during their regular working hours and when it will not unduly interfere with the performance of their regularly assigned duties or those of others. The Company may assign an employee to any other job classification for purposes of training without affecting the employee's rate of pay. Other employees affected by this move will be paid the rate of the job classification they are covering, except as provided in Article 3.03.
- 8.02 No employee shall suffer reduction in the employee's position or loss of pay through another employee being transferred into a department for training.
- 8.03 In order to successfully conduct Departmental Training Programs including Maintenance Apprenticeship Programs developed through discussions with the Union, if in-plant training sessions are conducted during working hours, employees will maintain their normal rates of pay. If, however, in-plant training is scheduled outside an employee's normal hours, such hours will be paid in accordance with Article 4.13.
- 8.04 Hourly rated employees may be assigned temporarily to the Training Programs to assist in program development or to act as instructors at their regular classification rate, plus \$1.00 per hour. Since such an employee on special assignment may find that flexibility in the working hours will assist in accomplishing the task, the premiums normally provided under the contract for changing hours and working shift will not apply. Payment of overtime to employees assisting with program development or working as instructors shall be in accordance with Article 4.13.

- 8.05 (a) Employees hired into or bidding into the Operations Department will be subject to the terms and conditions of the Operations Department Training Programs and Rate Progression, as per Appendix "F".
- (b) Employees hired into or bidding into the Lubplex Department will be subject to the terms and conditions of the Lubplex Training Programs, as per Appendix "E".
- (c) Employees hired into or bidding into the Asphalt Barrel House Department will be subject to the terms and conditions of the Asphalt Barrel House Training Program, as per Appendix "E".
- (d) Employees hired into or bidding into the Tank Car Loaders will be subject to the terms and conditions of the Tank Car Loading Program, as per Appendix "E".

ARTICLE 9 - VACANCIES AND PROMOTIONS

- 9.01 Vacancies in regularly assigned job classifications will be bulletined within three working days of such vacancies occurring. Vacancies in new job classifications need not be bulletined until the expiration of thirty calendar days from date created.
- 9.02 The bulletin will show a general job description, rate(s) of pay, hours of work, and will be posted for seven calendar days in a place accessible to all employees affected. Copies of all bulletins issued under the rule will be furnished to the Union.
- 9.03 (a) Except as in Article 8.05, employees desiring such positions will, within the seven-day period specified in Article 9(9.02), complete in triplicate an Application for Vacancy Form in which they will clearly set forth their qualifications for the job. Distribution of these forms will be:
- Revised one to Human Resources, one to the Union, one retained by the employee.
- New (b) Time limits will only be extended if the job posting occurs within an employee's vacation period, in which case the employee will be eligible to bid for the vacancy within three scheduled working days of the employee's return.
- 9.04 Job bid awards outside a department shall be made by the Company based on qualifications and plant seniority. When two or more applicants have the necessary qualifications, plant seniority shall govern. If no application is received for a vacancy in the Assistant Operator classification, the Company shall fill the vacancy with the junior employee from the Assistant Operator Pool. The name of the employee awarded the vacancy shall be bulletined within seven (7) calendar days in the same manner as the vacancy was bulletined.

The successful employee will continue the overtime position in the present department until the employee leaves to fill the vacancy. The employee will not be entitled to overtime in the new department during this period.

9.05 In applying rules governing promotions and seniority, the Company will make the assignment subject to appeal as a grievance under Article 11, when the senior applicant is not awarded the vacancy.

9.06 When a vacancy, other than temporary, occurs in a regular job classification above the lowest classification in a department, promotions shall be made from the next lower classification by the Company based on qualifications and classification seniority. When two or more employees have the necessary qualifications, classification seniority shall govern. When there are no qualified employees in the next lower job classifications, the employee with the highest classification seniority and the necessary qualifications will be selected from successive lower classifications if possible. If there are no employees with the necessary qualifications within the department, then the vacancy will be bulletined and filled in accordance with Article 9.04.

9.07 An employee who declines or is by-passed in a promotion to a higher job classification under the provisions of Article 9.06 and subsequently accepts promotion to the same higher job classification will remain behind the employee who did receive the promotion throughout that job classification and in higher job classifications in the department.

An employee who declines a promotion to fill a vacancy under Articles 9.06 and 9.10, will do so in writing and will be bound by this commitment for a minimum of one year.

9.08 Promotions in a department will be made in accordance with Appendix "C", Line of Promotion Chart.

9.09 Bulletined vacancies may be filled temporarily pending the assignment of the successful applicants.

9.10 (a) Vacancies of a temporary nature, resulting from vacations, holidays, injury, sickness, leave of absence or emergencies, shall be filled except as provided in Article 9.13 by moving up the personnel of the shift into successively higher classification of the shift in the department until the vacancy is filled, unless such arrangement will not produce full coverage with employees having the necessary qualifications, then relief will be provided by the movement of personnel from another shift. A relief employee may be assigned into the lowest rate of pay classification in the department.

~~Revised~~

Once the foregoing has been applied, the temporary vacancy will be considered as set. If other vacancies occur, and another application of this clause is not possible, then the vacancies will be filled with overtime as outlined in Article 4.01 of the Collective Agreement.

- ~~Revised~~ (b) If the temporary vacancy (except vacancies due to vacation) extends beyond a maximum of twenty-one (21) calendar days, then the vacancy shall be filled by a temporary promotion from the next lower job classification in the department based on qualifications and classification Seniority. When two or more employees have the necessary qualifications, classification seniority shall govern. When there are no qualified employees in the next lower job classification, the employee with the highest classification seniority and the necessary qualifications will be selected from successive lower classifications if possible. If there are no employees with the necessary qualifications within the department or a vacancy occurs in the lowest classification in the department, then these vacancies will continue to be filled in accordance with Article 9.10(a).
- (c) When two or more vacancies occur at the same time on the same shift in the department and one vacancy results from an employee being on vacation, the vacancy resulting from vacation shall be deemed to be the first temporary vacancy and shall be filled in accordance with Article 9.10(a) until the vacation vacancy ceased to exist. The second vacancy shall be filled by a second application of Article 9.10(a) if possible.
- 9.11 Promotions to supervisory positions shall not be subject to the provisions of this Agreement.
- 9.12 Employees who have given long and faithful service and become unable to handle heavy work, will be given preference for such light work as they are able to perform.
- 9.13 When an operation is temporarily suspended in a department, the Company may assign the surplus employees in sequence as follows:
- (a) To fill any temporary vacancies, for which they are qualified within their own department.
 - (b) To temporarily displace the employee with the least department seniority in the lowest rate of pay classification on the shift in their own department.
 - (c) To fill temporary vacancies in the lowest rate of pay classification in other departments as outlined in Article 9.10.
 - (d) To the lowest classification in any department for the purpose of

training as outlined in Article 8.

(e) To any other work that may be available.

- 9.14 In the event an employee is absent for a period in excess of fourteen days, for any of the reasons outlined in Article 9.10(a), except vacations and leaves of absence, the employee will notify the Company not less than forty-eight (48) hours in advance of the employee's return to work. If an employee is absent fourteen (14) days or less, the employee will notify the Company six (6) hours in advance of the employee's return to work, wherever practicable.

ARTICLE 10 - REDUCING FORCES AND LAYOFFS

- 10.01 When reducing forces in a department, an employee whose job classification is abolished or who is displaced from the job classification will be reduced into the next lower job classification provided the employee has the necessary qualifications.
- The surplus employees in this next lower job classification with the least departmental seniority will then be reduced to the next lower job classification.
- Should employees being considered for reduction from the same job classification have the same date of job award, the employee with the least plant seniority will be displaced first.
- 10.02 An employee displaced from the lowest paid job classification in a department or who has been reduced in a department in accordance with Article 10(10.01), will be entitled to exercise the employee's plant seniority right to displace the employee with the least plant seniority in the lowest paid full-time job classification or the breaker classification immediately below the lowest paid full-time job classification in any department, providing the employee has the necessary qualifications, and makes such request in writing within four working days from the date of notification of the employee's displacement.
- 10.03 In the event a general layoff is necessary, the Company and the Union shall jointly discuss alternative means before any action is taken.
- 10.04 When laying off employees, employees with the greatest plant seniority will be retained providing they have the necessary qualifications for the available work.
- 10.05 When increasing the number of employees, preference will be given in order of their plant seniority to employees who have been laid off, provided that such employees have necessary qualifications for the jobs to be filled and report for work at the time and place specified in the notice hereinafter provided.

10.06 The notice to report for work will be given by registered letter, mailed to the last address of the employee on the records of the Company, at least six (6) days prior to the date the employee is to report for work. It shall be the responsibility of the employee to keep the Company informed of the address through which the employee may be reached.

PERMANENT WORKFORCE REDUCTION

10.07 In the event of a permanent reduction of the workforce resulting from a permanent closure of all or part of the refinery or resulting from a change in methods or facilities in the refinery, the Company shall give advance notice of the closure or change to the Union of either six (6) months or statutory notice, where applicable, whichever is the greater.

10.08 After providing such notice, the Company will meet with the Union to consider all available methods to facilitate the planned workforce reductions through attrition. If these considerations fail to provide such workforce reduction within notice period specified above or in circumstances where attrition is not an appropriate method of providing the required reduction, the Company agrees to participate with the Union in every way possible to determine methods of reducing the workforce and minimizing the negative impact on employees affected.

10.09 An employee covered by this Collective Agreement who is permanently laid-off shall be entitled to receive a severance payment from the Company as outlined in Article 10.12 provided that:

(a) the employee remains available for work until the date of lay-off; and

(b) the employee is not terminated for just cause prior to the lay-off.

Severance pay shall be payable when the laid-off employee voluntarily resigns after a lay-off commences or when an employee's recall rights cease, whichever comes first.

10.10 In the event of a lay-off due to lack of work in situations other than those covered by Articles 10.07 and 10.09, employees will be entitled to severance payments as set out in Article 10.12 when the lay-off exceeds six (6) months.

An employee who fails to report for work within six days after recall within the six-month period forfeits any rights under this Article.

10.11 Upon acceptance and receipt of such severance payment, the employee's employment with the Company is terminated and the employee will have no further seniority rights or right to recall, notwithstanding Article 7 (Seniority) of the Collective Agreement.

10.12 Employees entitled to the severance payment as outlined in Articles 10.09 or 10.10 shall receive as such severance the greater of:

(a) severance pay required by law; or

~~Revised~~ (b) an amount equivalent to not less than two weeks' pay plus 2 weeks' pay for each year of continuous service in the employ of the Company.

Less any payment made by the Company in lieu of notice of termination greater than any payment in lieu of notice required by statute.

10.13 For the purpose of this Article, one week's pay is defined as the employee's basic hourly wage rate at the time of lay-off times the hours in a regular work week as defined in Article 2 (Hours of Work).

10.14 An employee terminated pursuant to this Article remains eligible to be considered for re-employment as a new employee.

ARTICLE 11 - SUSPENSION/DISCHARGE

A grievance arising from the suspension or discharge of an employee must be presented in writing to the Refinery Manager at Step 2 of the grievance procedure (Article 11.08) within fifteen (15) calendar days of the decision having been rendered as set forth in Article 11.04.

11.01 An employee having 120 calendar days or more seniority will not be suspended or discharged until the charges against the employee have been investigated by Management. This will not mean that an employee cannot be immediately suspended for reasons which might be prejudicial to the maintaining of discipline or efficient operation.

11.02 Investigations will be held as quickly as possible, and the Chairperson of the Unit Committee or, in the Chairperson's absence, a Committee member designated by the Union will be notified prior to the investigation.

Wherever practicable, the Chairman will be notified the working day prior to the meeting and may attend at the Chairman's option.

11.03 An employee may be held out of service for investigation, not exceeding the lesser of three working days or five calendar days, only when the Refinery Management determines that the situation is prejudicial to the safe and efficient operation of the plant, its employees or the community. The employee will be given at least one working day's notice of the investigation and notified of the charges against the employee, but this will not be construed to mean that a member of the supervisory staff, who may be at the refinery when the cause for investigation occurs, will be prevented from making an immediate investigation.

- 11 04 An employee may, if the employee so desires, have the assistance of the Steward at the investigation, and on request, will be furnished with a copy of the employee's own statement if made a matter of record at the investigation. The decision will be rendered within fifteen (15) calendar days from the date the investigation is held.
- 11 05 An employee will not be held out of service pending a decision except for cause.
- 11 06 If the employee is found blameless, the employee will be paid regular rates of pay for the time lost, if any.

DISCIPLINE AND GRIEVANCE

- 11 07 If an employee believes that the employee has been unjustly treated by the Company or that any of the provisions of this Agreement affecting the employee have not been properly complied with, the employee shall take up the case directly with the immediate Supervisor or Foreman. If the matter is not resolved by the Supervisor or Foreman, or if the employee feels the employee has not been able to properly explain or express the employee's difficulties or complaint to the Supervisor or Foreman, the employee may request the presence of a Steward. If the matter is still unresolved, the grievance procedure set forth below shall be followed.
- 11 08 **Step 1** The employee will report the grievance to a Steward or Committee member and prepare four copies of a Complaint or Grievance Report. Two copies of the report must be presented to the immediate Supervisor or Foreman within fifteen (15) calendar days of the alleged violation taking place. Within ten (10) calendar days of presenting the written grievance, a Steward or Committee member, together with the employee, will meet with the designated Supervisor of the Department to discuss and, if possible, arrive at a settlement. The Supervisor will give a written decision within seven (7) calendar days of such meeting.
- 11 08 **Step 2.** If the grievance is not satisfactorily settled at Step 1, the grievance will be dealt with at a meeting of the Union Grievance Committee and Refinery Management. This meeting is to be held within twenty-one (21) calendar days of the decision in Step 1, or such longer time as may be agreed upon. The Refinery Manager or appointed representative will state a decision in writing not later than ten (10) calendar days after meeting with the Committee.
- At any meeting with Refinery Management, a Local or National Representative of the Energy & Chemical Workers Union may be present.**
- 11 08 **Step 3** Failing a settlement under the above procedure or any difference between the parties arising from the interpretation,

application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrative, such difference or question may be referred to arbitration at the written request of either party. If so, this shall be done within thirty (30) days of receipt of the Step 2 reply.

- 11.09 Any difference or grievance arising directly between the parties hereto, may be submitted in writing by either party at Step 2.
- 11.10 When either party requests that a grievance be submitted to arbitration as above provided, that party will make such request in writing addressed to the other party to this Agreement and at the same time submit at least five (5) names of possible arbitrators. Within ten (10) calendar days thereafter, the other party shall submit at least five (5) names of possible arbitrators.
- If agreement is not reached, the parties will continue to attempt to select by agreement, a single arbitrator within thirty (30) days.
- If they are unable to agree upon such arbitrator within the set period, the parties may request the Minister of Labour of the Province of Ontario to appoint such an arbitrator.
- The decision of the single arbitrator will be final and binding upon both parties of this Agreement and the employee or employees concerned.
- 11.11 No person may be appointed as an arbitrator who has been involved in any attempt to negotiate or settle the grievance.
- 11.12 The parties will jointly share the expenses of the single arbitrator.
- 11.13 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.
- 11.14 The single arbitrator will not be authorized to make any decision inconsistent with the provisions of this Agreement, nor alter, modify, or amend any portion of this Agreement.
- 11.15 At any stage of the grievance procedure, including arbitration, the conferring parties may have the assistance of the employee(s) concerned and any necessary witness, and all reasonable arrangements will be made to permit the conferring parties to have access to the plant to view disputed operation and to confer with the necessary witnesses.
- 11.16 If at any step of Article 11.08 in dealing with the grievance, an agreement is reached settling the grievance, a note of memorandum in writing of the agreement reached will be made and signed by the representatives of the Company and the Union. Any agreement so reached will be final and binding on all concerned in connection with

the grievance. Signed copies of the memorandum of the agreement will be filed with the Chairman of the Unit Committee and the Refinery Manager.

- 11.17 Any and all time limits may be extended by mutual agreement of the parties.
- 11.18 The Chairman of the Unit Committee or Grievance Committee Chairman or designee will be allowed reasonable time from work with pay by the immediate Supervisor to investigate and settle grievances. When allowed time for this purpose, the employee shall notify the Supervisor before leaving and upon returning to work, and the employee's absence will not be permitted to interfere unduly with the job.

ARTICLE 12 - LEAVE OF ABSENCE

- 12.01 The Company agrees that leave of absence without pay, but with maintenance of seniority and other rights to which an employee is entitled under the Company's policy when on leave of absence, will be granted when operations permit to a maximum of five (5) employees, of which not more than one may be from a given department as defined in Appendix "C" at the same time to carry out Union duties. Such request for leave must be received in writing by the Refinery Manager at least four (4) calendar days in advance of the required leave and will not exceed a period of one (1) year, but may be subject to renewal at the expiration of one (1) year by agreement between the Company and the Union.
- 12.02 Individual employees may, with the Company's consent in writing, obtain a leave of absence without pay, not exceeding one (1) month when, in the Refinery Manager's opinion, conditions warrant it. The written consent will state the date at which the leave of absence begins and ends and unless the employee concerned returns to work on or before the end of such leave of absence, the employee's name will be removed from the seniority list, unless the employee can prove that there was justifiable reason for the delay. An employee whose name is removed from the seniority list as herein provided and who is allowed to return to work after the expiration date of the leave of absence will, for seniority purposes, be considered as a new employee. However, extensions to the leave of absence not to exceed one month each, may be applied for and, with the Company's consent in writing, granted, provided the employee concerned requests such extension in writing, at least a week before the projected termination of the prior leave of absence. Requests for leave of absence in the vacation period, May 1st to October 1st, will receive consideration only under exceptional circumstances.
- 12.03 The name of any employee on an authorized leave of absence will be continued on the seniority lists.

12.04 An employee who received a subpoena for jury or witness duty will be granted leave of absence for that purpose, provided the Company is properly notified. The employee will receive basic pay during this period, in line with work schedules.

ARTICLE 13 - SAFETY AND HEALTH

13.01 The Company and the Union believe that through cooperative joint education, joint investigation of problems, and joint resolution of these problems, all Mississauga Plant work areas will be maintained safe and healthy for all employees.

~~Revised~~ The Company and Union recognize and agree to abide by the "Terms of Reference" of the following committees:

1. Health and Safety Steering Committee
2. Operations Joint Health and Safety Committee
3. Maintenance Joint Health and Safety Committee
4. Lubeplex Joint Health and Safety Committee

13.02 Such protective devices and protective wearing apparel, as the Company requires to be worn, will be worn. The Company agrees to provide a safety footwear (CSA approved) subsidy of up to \$75 per pair to a maximum of two pairs per year. The extent of the Company's participation in the purchase of outerwear and approved leather gloves will be as agreed between the Company and the Union.

~~Revised~~ Other equipment, as is in the opinion of the Company, necessary to protect the employees from injury, will be provided by the Company.

13.03 The Company agrees to provide and maintain a lunchroom, lockers, and reasonable washroom and sanitary facilities. The Union agrees that it will cooperate fully with the Company in the maintenance and cleanliness of these facilities.

13.04 The Company will provide adequate first aid facilities, medical supplies in accessible parts of the plant and will encourage and foster qualified first aid instruction for the employees.

13.05 When an employee is injured while working for the Company and, as a result, qualifies for full compensation under the provisions of the Workers' Compensation Act, the Company shall pay such employee an amount which, when combined with the Workers' Compensation payment shall ensure the maintenance of the employee's normal earnings less the amount of the employee's normal income tax deduction.

Payment of this additional compensation by the Company will be reviewed every two weeks and continued on the approval of the Refinery Manager.

13.06 Determination of the employee's normal earnings, as referred to in Article 13(13.05) hereof, shall be based on the regular scheduled working hours and shall not include any overtime or shift differential

ARTICLE 14 - BULLETIN BOARD

14.01 The Company agrees to the posting of notices of interest to the Union in the lockable Union notice cabinets only which are provided at the following locations

Revised

- Change House
- Main Boiler House
- Laboratory
- Lubplex (2)
- Maintenance Building
- Carpenters Shop
- Area 3 Control Room
- New Lubes Control Room
- In-Line Blender
- Asphalt Control Room
- Asphalt Barrel House
- Stores
- PollutionBio-Unit

Such notices will include a disclaimer as agreed to between the parties

14.02 There shall be no distribution or posting by employees of pamphlets, advertising, cards, notices or any other kind of literature upon Company property except as permitted by the Company Management

ARTICLE 15 - STRIKES AND LOCKOUTS

15.01 Any restriction of production by the Union is specifically outlawed by the Agreement.

15.02 The Company has and retains the right to discharge any employee who practises or organizes any slow-down or restriction of production or service, or carries on Union activities during working hours without the permission of the Company.

15.03 There will be no lockout by the Company or strike, slow-down, sit-down, or other suspension of work by the employees during the life of this Agreement.

15.04 Members of the Union Negotiating Committee shall be free to discharge legitimate Union duties without fear that their relations with the Company may be affected in any way.

ARTICLE 16 - CHECK-OFF

16.01 The Company shall deduct from the wages of each employee in the bargaining unit affected by this Collective Agreement regular Union dues. In the case of employees who are members of the Union, regular Union dues shall mean dues uniformly and regularly paid by a member of the Union.

In the case of employees who are not members of the Union, regular Union dues shall mean the dues referred to in the preceding sentence, excluding any amount in respect of pension, superannuation, sickness insurance, applicable only to members of the Union.

The Secretary-Treasurer of Local 593 shall advise the Company of the regular Union dues with respect to the two aforementioned cases.

16.02 Individuals, who become employees during the term of this Agreement, shall be subject to such deductions from the month of their hire, providing their date of hire falls in the week prior to the pay week from which such deductions are made. Otherwise, deductions will become effective the following month.

16.03 The total amount of all deductions made in any one month will be forwarded to the Secretary-Treasurer of the Union by the Company not later than the twenty-fifth (25th) day of that month, with a list of the employees from whose wages the deductions were made.

16.04 As outlined in 16.01, an employee is not required to become a ~~Revised~~ member of the Union and shall make this declaration in the form attached as Appendix "A ,Section "B".

ARTICLE 17 - GENERAL

17.01 (a) The Company will pay fortnightly on the Thursday following the closing day of the pay period, which is 8:00 a.m., Monday.

~~New~~ (b) Minor payroll discrepancies, other than regular base earnings, will normally be paid the following pay period. However, by special request, employees will be compensated for such discrepancies no later than the Thursday following pay day.

17.02 The Company will provide for the cleaning of not more than two outfits per employee, per week; such garments to be items of regular working apparel.

17.03 The Company and the Committee of the Union will meet on the third Tuesday of each month, or at such time as may be mutually agreed upon, to discuss matters arising out of the application of this Agreement, and other matters of mutual interest. The parties will



schedule such meetings to ensure shift worker representation, wherever practicable.

- 17.04 Any bargaining unit member, involved in in-plant meetings to perform Union/Management business, shall be paid for all hours so occupied at the regular straight time hourly rate. Should any member of the recognized Union committees be assigned to a higher classification rate, at straight time, during a regular shift in which a committee meeting is convened, the employee's pay will be maintained at the higher rated classification while absent from the job to attend that meeting.
- 17.05 It is agreed that a representative of the Refinery Union executive will be provided an opportunity to present the National Union Orientation Program to permanent new hire Unit employees, as part of the Refinery New Employee Orientation Program. Such presentations will be limited to thirty (30) minutes and scheduled by the Company to minimize disruption to plant operations, and will not constitute additional cost to the Company.
- 17.06 When a member of the Bargaining Committee is scheduled to work a night shift immediately before or an afternoon or a night shift immediately after a negotiation meeting for the renewal of the Collective Agreement, the employee will be allowed time off with pay for the shift the employee was to work immediately before or immediately after the meeting, if requested, and where operational requirements permit.
- When the employee is scheduled to work both a night shift immediately before and the afternoon or night shift immediately after such negotiation meeting, the employee will be allowed time off with pay for the shifts the employee was to work immediately before and immediately after the meeting, if requested, and where operational requirements permit. The employee will not, however, be paid for the negotiation meeting.

ARTICLE 18 - MODIFICATION, RENEWAL AND TERMINATION

- 18.01 This Agreement shall become effective on the first day of February, ~~1990~~ and shall remain in full force and effect to and including the 31st day of January, 1992.
- 18.02 Either party hereto may give the other party notice in writing not more than 120 days and not less than 30 days prior to the termination date of this Agreement of its desire to bargain with a view to the renewal, with or without modifications, of this Agreement or to the making of a new Agreement.
- 18.03 This Agreement may be changed or amended by mutual consent of the parties hereto, but such changes or amendments shall take the form of appendices to the original Agreement.

Executed at Mississauga, Ontario this fourth day of May, 1990.

FOR PETRO-CANADA
PRODUCTS, A DIVISION
OF PETRO-CANADA INC.,
LAKE ONTARIO REFINERY,
MISSISSAUGA PLANT

FOR ENERGY & CHEMICAL
WORKERS UNION,
MISSISSAUGA PLANT,
LOCAL 593

Per:

L.J.G. MURPHY

R. LASEUR

W.G. WALTHER

J.C.M. WATTS

J. VAN IDERSTINE

R.G. SCHNEIDER

J. WOOD

Witness

Per:

B. RICHARD

A. LINTON

L. SHREERAM

P. DONKIN

R. WOOD

D.W. TAYLOR

J. WOOD

Witness

FOR ENERGY & CHEMICAL WORKERS UNION, CLC

Per:

JOHN F. KANE

APPENDIX "A"

**PETRO-CANADA PRODUCTS
AUTHORIZATION TO DEDUCT UNION DUES**

COMPLETE "A" OR "B" (one only)

"A" I, the undersigned, hereby authorize Petro-Canada Products in accordance with the Agreement between the Company and the Union, to deduct Union dues and assessments uniformly levied against all Union members in amounts as notified to the Company by the Secretary-Treasurer of Local 593, E.C.W.U.

Signature _____ Date _____

"B" I, the undersigned, hereby notify Petro-Canada Products that I do not intend to become a member of Local 593, E.C.W.U. I further authorize the deduction of regular Union dues, save and except for any amount in respect of pension, superannuation and sickness Insurance applicable only to members of the Union.

Signature _____ Date _____

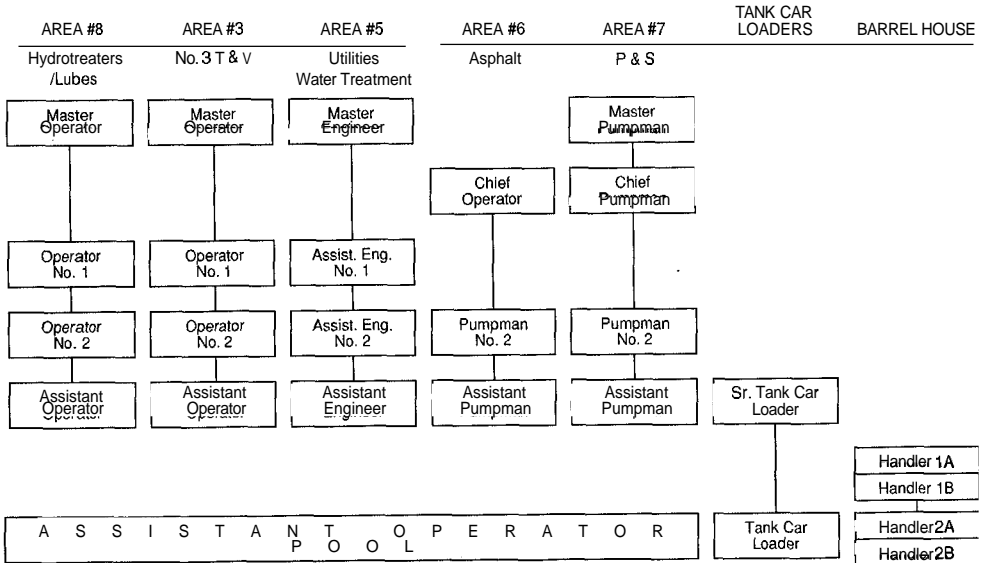
Printed Name _____

Address _____

Telephone No. _____

This form is to be completed in duplicate, one copy delivered to the Human Resources Department of the Company and the other to the Unit Chairman of the Local Union.

APPENDIX "C"
LINE OF PROMOTION FOR HOURLY RATED JOB CLASSIFICATIONS



APPENDIX "C"
LINE OF PROMOTION FOR HOURLY RATED JOB CLASSIFICATIONS(Cont'd)

LUBEPLEX

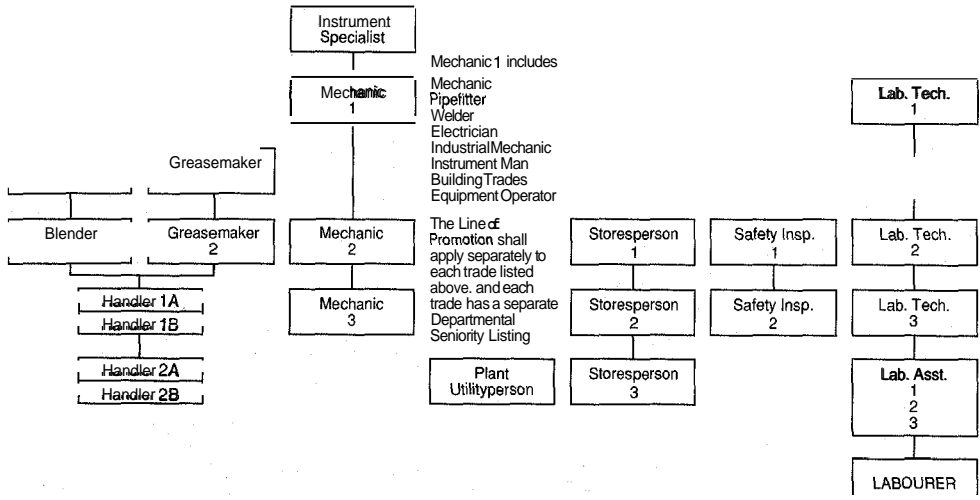
MAINTENANCE

STORES

GENERAL

LABORATORY

32



**SCHEDULE OF RATES
APPENDIX "D"**

Effective
February 1, 1991

Petro-Canada Products - Lake Ontario Refinery, Mississauga Plant

Revised
Rate of increase = 6.0%

CLASSIFICATION	AREA #3 #3 CRUDE	AREA #5 UTILITIES	AREA #6 ASPHALT	AREA #7 P & S	AREA #8 HYDROTREATERS /LUBES
Master Operator- Engineer-Pumpman	\$24.87	\$24.87		\$24.87	\$24.87
Chief Operator Chief Pumpman***			\$24.07	\$24.07	
#1 Operator	\$23.01	Asst. Eng. 1 \$23.01			\$23.01
#2 Operator **	\$21.79	Asst. Eng. 2 \$21.79	#2 Pumpman \$21.79	\$21.79	\$21.79
#2 Operator *	\$20.89	\$20.89	\$20.89	\$20.89	\$20.89
Assistant Operator	\$20.89	Asst. Eng. \$20.89	Asst. Pumpman \$20.89	Asst. Pumpman \$20.89	\$20.89
Assistant Operator Phase #4	\$19.33	Asst. Eng. Phase 4 \$19.33	Asst. Pumpman Phase 4 \$19.33	Asst. Pumpman Phase 4 \$19.33	\$19.33
Assistant Operator Phase #3	\$18.16	Asst. Eng. Phase 3 \$18.16	Asst. Pumpman Phase 3 \$18.16	Asst. Pumpman Phase 3 \$18.16	\$18.16
Assistant Operator Phase #2	\$17.07	Asst. Eng. Phase 2 \$17.07	Asst. Pumpman Phase 2 \$17.07	Asst. Pumpman Phase 2 \$17.07	\$17.07
Assistant Operator Phase #1	\$16.26	Asst. Eng. Phase #1 \$16.26	Asst. Pumpman Phase #1 \$16.26	Asst. Pumpman Phase #1 \$16.26	\$16.26

W

* Permanently assigned to #2 Operator key and LORM Refinery Operator Training Program not completed. Rate of progression is

SCHEDULE OF RATES

APPENDIX "D"

Effective
February 1, 1990

Petro-Canada Products- Lake Ontario Refinery, Mississauga Plant

Revised
Rate of Increase = 5.5%

CLASSIFICATION	AREA #3 #3 CRUDE	AREA #5 UTILITIES	AREA #6 ASPHALT	AREA #7 P & S	AREA #8 HYDROTREATERS /LUBES
Master Operator Engineer-Pumpman	\$23 46	\$23 46		\$23 46	\$23 46
Chief Operator Chief Pumpman***			\$22 71	\$22 71	
#1 Operator	\$21 71	Asst Eng 1 \$21 71			\$21 71
#2 Operator**	\$20 56	Asst Eng 2 \$20 56	#2 Pumpman \$20 56	\$20 56	\$20 56
#2 Operator *	\$19 71	\$19 71	\$19 71	\$19 71	\$19 71
Assistant Operator	\$19 71	Asst Eng \$19.71	Asst Pumpman \$19.71	Asst Pumpman \$19 71	\$19 71
Assistant Operator Phase #4	\$18 24	Asst Eng Phase 4 \$18 24	Asst Pumpman Phase 4 \$18 24	Asst Pumpman Phase 4 \$18.24	\$18 24
Assistant Operator Phase #3	\$17 13	Asst Eng Phase 3 \$17 13	Asst Pumpman Phase 3 \$17 13	Asst Pumpman Phase 3 \$17 13	\$17 13
Assistant Operator Phase #2	\$16 10	Asst Eng Phase 2 \$16 10	Asst Pumpman Phase 2 \$16 10	Asst Pumpman Phase 2 \$16 10	\$16 10
Assistant Operator Phase #1	\$15 34	Asst Eng Phase #1 \$15 34	Asst Pumpman Phase #1 \$15.34	Asst Pumpman Phase #1 \$15 34	\$15 34

**SCHEDULE OF RATES
APPENDIX "D"**

Petro-Canada Products - Lake Ontario Refinery, Mississauga Plant

REVISED

RATE INCREASE

CLASSIFICATION	CURRENT RATES	ADJUSTMENT	ADJUSTED RATE	FEB1/90 5.5%	ADJUSTMENT	ADJUSTED RATE	FEB 1/91 6.0%
Instrument Specialist	\$21.53			\$22.71			\$24.07
Mechanic #1	\$20.58			\$21.71			\$23.01
Blender #1	\$19.81			\$20.90			\$22.15
Greasemaker #1	\$19.81			\$20.90			\$22.15
Laboratory Technician #1	\$20.16			\$21.27			\$22.55
Tank Car Loader - Senior	\$18.68			\$19.71			\$20.89
Storeperson #1	\$17.27			\$18.22			\$19.31
Blender #2	\$18.30			\$19.31			\$20.47
Tank Car Loader - Phase #2	\$17.22			\$18.17			\$19.26
Laboratory Technician #2	\$17.22			\$18.17			\$19.26
Greasemaker #2	\$18.30			\$19.31			\$20.47
Safely Inspector #1	\$17.16	\$1.52	\$18.68	\$19.71			\$20.89
Mechanic #2	\$17.57			\$18.54			\$19.65
Laboratory Technician U3	\$16.24			\$17.13			\$18.16
Storeperson #2	\$15.74			\$16.61			\$17.61
Tank Car Loader - Phase #1	\$15.69			\$16.55			\$17.54
Handler 1A*	\$15.69			\$16.55			\$17.54
Safely Inspector #2	\$15.55			\$16.41			\$17.39
Mechanic U3	\$15.55			\$16.41			\$17.39
Laboratory Assistant #1	\$15.55			\$16.41			\$17.39
Storeperson #3	\$14.94			\$15.76			\$16.71
Handler #1B	\$14.90			\$15.72			\$16.66
Tank Car Loader - Phase #1A	\$14.90			\$15.72			\$16.66
Laboratory Assistant #2	\$14.76			\$15.57			\$16.50
Handler #2A	\$14.54			\$15.34			\$16.26
Laboratory Assistant U3	\$14.54			\$15.34			\$16.26
Plant Utility person	\$14.54			\$15.34			\$16.26
Handler #2B	\$13.88			\$14.64			\$15.52
Tank Car Loader - New Hires	\$13.88			\$14.64			\$15.52
Labourer	\$13.88			\$14.64			\$15.52
Handler 1A Pool'	\$16.34			\$17.24			\$18.27

APPENDIX "E"

LETTER OF AGREEMENT

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1. Memorandum on 12-Hour Shift Schedule
2. Payment of Compressor Tickets
3. Interpretation of Article 9.10(a) of the Collective Agreement as to when the Vacation Schedule is set.
4. Memorandum on Implementation of Operations Departments Training Programs and Rate Progression (per Appendix "F")
5. Memorandum on Implementation of Maintenance Department Overtime Distribution System
6. Overtime Distribution for Assigned Maintenance Employees at the Lubplex.
7. Memorandum on the Lubplex Handler Training Program
8. Memorandum on the Lubplex Blender/Greasemaker Training Program
9. Memorandum on the Asphalt Barrel House Training Program
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11. Rate Protection
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21. Safety and Health Investigation Refinery Procedure
22. Memorandum Re: Employment/LTD
23. Letter of Agreement Re: Interpretation of Article 4.11, Shift Change
24. Clarification of Article 11.18 - Leave for Unit Chairman
25. Proposal for Union to Have Access to Office Space
26. Letter of Agreement Re: Interpretation of Article 4.04 - Stand-off Time
27. Letter of Agreement Re: Tank Car Loaders Gold Circling
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(1)

LETTER OF AGREEMENT

MEMORANDUM ON 12-HOUR SHIFT SCHEDULE

Revised This memorandum is to be read in conjunction with the principal Collective Bargaining Agreement between Petro-Canada Products, Lake Ontario Refinery, Mississauga Plant, and Energy & Chemical Workers Union, Local 593.

1. The 12-hour shift will apply to all employees working on a regular, scheduled rotating shift basis.
2. Shift schedules will maintain the average 37.33 hours work week
3. The 12-hour shift will be continued, pursuant to Government regulations, for a further trial period to end coincident with the expiry of the current Collective Agreement.
4. It is understood that not less than 30 days and not more than 60 days before the end of the trial period, the employees affected will vote to reject or retain the 12-hour schedule. A 66 percent minimum vote of all employees affected will be required for retention. A vote of less than 66 percent will not be considered conclusive as representing the wishes of the majority. A vote for rejection shall mean employees will revert to the 8-hour schedule as provided in Article 2 of the current Collective Agreement.
5. No change of shift premium will be payable to implement the 12-hour schedule or to revert to the 8-hour schedule.
6. There will be no increase in overall costs to the Company resulting from implementation of 12-hour shifts or returning to the 8-hour schedule.
7. Either party may terminate the 12-hour schedule by providing the other party 45 days' notice in writing.
8. Should new Acts or amendments to existing legislation prohibit the working of 12-hour shifts or regulate overtime premiums in excess of those contained in the current Collective Agreement, the Company may reject the 12-hour schedule and return employees to the 8-hour schedule.
9. Any unfavourable rating or penalties imposed by the Workers' Compensation Board, due to the 12-hour schedule, may result in rejection by the Company.

10. Compassionate and Sick Leave entitlement will be credited in hours up to the maximum allowable under Company Policy.

Notwithstanding any other provisions of the Principal Agreement, the following provisions will apply to personnel working the continuous, rotating 12-hour schedule.

ARTICLE 2 - HOURS OF WORK

- 2.02 The regular working day will begin at 7:30 a.m.
- 2.03 For all employees on a regular, scheduled, rotating shift basis, the following hours shall apply:

NIGHT SHIFT - 7:30 p.m. to 7:30 a.m.

DAY SHIFT - 7:30 a.m. to 7:30 p.m.

All shift workers assigned to the day shift (7:30 a.m. to 7:30 p.m.) and the night shift (7:30 p.m. to 7:30 a.m.) shall receive a premium payment effective:

February 1, 1990

- (i) Hours worked between 7:30 a.m. and 7:30 p.m. - 53 cents per hour
- (ii) Hours worked between 7:30 p.m. and 7:30 a.m. - \$1.18 per hour

February 1, 1991

- (i) Hours worked between 7:30 a.m. and 7:30 p.m. - 56 cents per hour
- (ii) Hours worked between 7:30 p.m. and 7:30 a.m. - \$1.25 per hour

The schedule prepared for shift workers shall provide for a repeating 27-day working cycle comprising:

3 successive days of work followed by 2 days of rest;

3 successive days of work followed by 5 days of rest;

3 successive days of work followed by 2 days of rest;

3 successive days of work followed by 6 days of rest;

Where possible, the schedule will be set up so that an employee will rotate from day shift to night shift on his two-day-off weekends as per the schedule attached.

- 2.10 Mutual change agreements between 12-hour shift employees will not be repaid by working back-to-back shifts, i.e. doubles.

ARTICLE 4 - OVERTIME

- 4.06 All employees who work more than one hour but less than two hours' overtime continuous with their regular hours will be provided a meal allowance of \$9.00.

Employees required to work more than two hours' overtime continuous with their regular hours will be provided with a suitable meal and thirty minutes of Company time to eat it. In addition, for day workers, if such employee is required to continue to work past the hour of 10:00 p.m., a second suitable meal will be supplied.

- 4.11 Double time will be paid for the seventh and subsequent days worked during any pay period in which there are six regular working days, and for the eighth and subsequent days worked during any pay period in which there are seven regular working days.

When, due to a shift change, an employee in a six or seven-day period works an overtime day, as described above, that coincides with a statutory holiday(s), the employee will be paid for the statutory holiday in accordance with Article 4.13(c) and the premium for the overtime day(s) worked will be applied to the first regular shift(s) of the employee's next schedule.

When, due to a shift change on the last day of a pay period, an employee in a six or seven day pay period works an overtime day, as described above, that coincides with the change of shift, the employee will be paid double time for the overtime day worked and the premium for the change of shift will be applied to the next regular shift of the employee's new schedule.

An employee who loses time or who will lose time through a schedule change will be entitled to work out such time at straight time by agreement with the Supervisor.

ARTICLE 5 - HOLIDAYS

- 5.01 Observance of the recognized holidays by shift workers shall be made from 7:30 a.m. on the calendar date until 7:30 a.m. of the following day.
- 5.02 Holiday pay and pay for work performed will be considered as separate items of payment. Holiday pay will be 8 hours' pay at employee's basic rate and will be paid to all employees for all the recognized holidays except as provided in Article 5(5.03). Pay for work performed will be paid in accordance with Article 4.13(c).

ARTICLE 6 - VACATION WITH PAY

- 6.01 For the purpose of this clause, "scheduled working weeks" mean the time period corresponding to the scheduled working weeks an employee would have worked had the employee not been entitled to the vacation and vacation pay shall be equivalent to the pay the employee would have received had the employee worked such scheduled working weeks.

ARTICLE 7 - SENIORITY

- 7.01 An employee will be considered on probation until the employee has been employed 120 calendar days of unbroken service with the

Company. When an employee is absent more than 5 days on which the employee is scheduled to work, then the number of scheduled working days the employee is absent in excess of five will be added to the probationary period. Upon expiry of such probationary period, the employee will be placed on the plant seniority list, provided the employee has been accepted as medically fit by the Company doctor. Plant seniority will commence from date of last hiring.

The time limits in this section may be extended by mutual agreement of the parties.

ARTICLE 9 - VACANCIES AND PROMOTIONS

Both parties to this Agreement acknowledge the critical need, with 12-hour shifts, to ensure that "back-up" manpower is available to secure the ongoing safe and efficient operation of the plant. Accordingly, if, on three separate instances, it is not possible to fill the vacancy in the manner set forth in Article 9, it will result in termination of the 12-hour schedule and revert to the former 8-hour schedule as provided in Article 2 of the current Collective Agreement.

An instance would also include any situation where the Company is unable to get qualified operators to go on special assignment; e.g., Shutdown Coordinator, new construction, special projects, etc.

The parties agree to cooperate fully in the implementation of the 12-hour schedule and acknowledge it is impossible to anticipate all situations and problems that may arise.

Accordingly, it is mutually agreed to meet as may be necessary to ensure the 12-hour shift concept is working satisfactorily as intended herein.

Accepted and Agreed this 4th day of May, 1990

LOCAL 593, E.C.W.U.

PETRO-CANADA PRODUCTS

Per: _____

Per: _____

B. Richard
Unit Chairman

L.J.G. Murphy
General Manager
Lake Ontario Refinery

(2)

LETTER OF AGREEMENT

Lake Ontario Refinery
385 Southdown Road
Mississauga, Ontario
L5J 2Y3

May 4, 1990

Mr. B. Richard
Unit Chairman
Local 593, E.C.W.U.
2630 Royal Windsor Dr.,
Unit #1
Mississauga, Ontario
L5J 1K7

RE: PAYMENT OF COMPRESSOR TICKETS

The Company agrees to pay the examination fee and the initial cost of the Compressor Certificate required by the Operators in Areas 3 and 8 as part of the Operator Training Program (Phase 2).

In addition, the Company agrees to reimburse the Operators in Areas 3 and 8 the renewal fee when it becomes due.

Accepted and Agreed this 4th day of May, 1990

LOCAL 593, E.C.W.U.

PETRO-CANADA PRODUCTS

Per: _____

Per:

B. Richard
Unit Chairman

L.J.G. Murphy
General Manager
Lake Ontario Refinery

(3)

AGREEMENT BETWEEN LOCAL 593, ENERGY AND CHEMICAL WORKERS UNION AND PETRO-CANADA PRODUCTS, LAKE ONTARIO REFINERY, MISSISSAUGA PLANT, ONTARIO, AS TO THE INTERPRETATION OF ARTICLE 9.10(A) OF THE COLLECTIVE AGREEMENT AS TO WHEN THE VACATION SCHEDULE IS SET

For the purpose of vacation, the temporary vacancy will be considered as set when the shift schedule showing the vacation period is implemented. If the relief employee assigned into the bottom classification leaves the employ of the Company, the following shall apply:

- (a) Another relief employee can be assigned into the bottom classification.
- (b) Overtime will be paid in the bottom classification for a maximum of two calendar days if another relief employee has not been assigned into the bottom classification.
- (c) If another relief employee cannot be assigned following the period of two calendar days, then personnel on the shift will return to their permanent classification and overtime will be paid in accordance with Article 4.01.
- (d) The temporary vacancy will be reset when a relief employee is assigned into the bottom classification.

Accepted and Agreed this 4th day of May, 1990

LOCAL 593, E.C.W.U.

PETRO-CANADA PRODUCTS

Per: _____

Per: _____

B. Richard
Unit Chairman

L.J.G. Murphy
General Manager
Lake Ontario Refinery

(4)

LETTER OF AGREEMENT

MEMORANDUM ON IMPLEMENTATION OF OPERATING DEPARTMENTS TRAINING PROGRAMS AND PROGRESSION (PER APPENDIX "F")

The parties agree that the Operating Department Training Programs will be implemented on October 1, 1976, with rate progression for successful completion of the various phases of the programs as outlined in Appendix "D".

New rates will become effective on the date of signing of the 1976 Collective Agreement.

Other terms and conditions relating to the implementation of the programs will be as outlined below:

All Operating Department employees will be encouraged to participate in the Training Programs, it being understood that participation will not be mandatory for employees employed in such Departments prior to the date of the signing of the 1976 Collective Agreement.

Present employees in the Operating Department will be keyed into the Program as follows:

All Operating Department Areas excepting Utilities:

1. Present employees carrying Shift Utility classification (present rate \$5.51 per hour).

The Shift Utility classification will be eliminated on the signing of the 1976 Collective Agreement and until October 1, 1976, all employees carrying such classification will be temporarily employed as Assistant Operators, Phase 3, at a rate of \$6.78 per hour.

On October 1, 1976, employees in this training phase who have received the \$6.78 hourly rate since the signing of the Agreement and have on such date completed 12 months' service at the Mississauga Plant will be reclassified permanently to the Assistant Operator, Phase 3, classification (rate \$6.78 per hour). Thereafter incumbents must complete Phases 1, 2 and 3 of the program or be appointed to an Operator #2 key to qualify for and receive a higher rate of pay.

On October 1, 1976, employees in this training phase having less than 12 months' service at the Mississauga Plant on such date who are then designated surplus to requirements in the Assistant Operator, Phase 3, classification will be reclassified as Assistant Operators, Phase 2, at a rate of \$6.37 per hour. Once established in this classification, incumbents must thereafter complete Phases 1 and 2 of the Training Program or be appointed to an Operator #2 key to qualify for and receive a higher rate of pay.

The temporary reclassification arrangement outlined above is for the purpose of accommodating vacation arrangements and otherwise to facilitate the implementation of the Training Program.

2. Present employees carrying Operator #3 and Pumpman #3 classifications (present rate \$6.15 per hour).

The new rate for these classifications effective on the date of the signing of the 1976 Collective Agreement will be \$6.78 per hour, and will be reclassified respectively as Assistant Operator, Phase #3, and Assistant Pumpman, Phase #3; employees in these classifications must complete Phases 1, 2 and 3 of the Training Program or be appointed to Operator #2 or Pumpman #2 as the case may be to qualify for and receive a higher rate of pay.

3. Present employees carrying Operator #2 and Pumpman #2 classifications (present rate \$7.01 per hour) will continue to be classified in such classifications.

Employees filling permanent Operator #2 and Pumpman #2 keys on the date of signing of the 1976 Collective Agreement will qualify on such date for the \$8.00 hourly rate under the new Collective Agreement. Thereafter, all employees appointed to these permanent positions must have successfully completed Phases 1, 2, 3 and 4 of the Training Program to qualify for and receive the \$8.00 per hour rate payable under the 1976 Collective Agreement.

UTILITIES

1. Present employees carrying Shift Utility classification in this area (present rate \$5.51 per hour) will be reclassified as an Assistant Engineer, Phase #1, under the 1976 Collective Agreement and will be paid at a rate of \$6.07 per hour. Thereafter, incumbents must obtain their 4th Class Provincial ticket or with proper Steam ticket qualifications, be appointed to the Assistant Engineer #2 key to qualify for and receive a higher rate of pay.

2. Present employees carrying Assistant Engineer #3 classification (present rate \$6.15 per hour) will be reclassified as Assistant Engineer, Phase 2, and be paid at a rate of \$6.78 per hour in accordance with the new Collective Agreement. Incumbents must complete Phases 1 and 2 of the Utilities Training Program or with proper Steam ticket qualifications, be appointed to Assistant Engineer #2 key to qualify for and receive a higher rate of pay.

3. Present employees carrying Assistant Engineer #2 classification (present rate \$7.01 per hour) will continue to be classified as Assistant Engineer #2. Only employees filling a permanent Assistant Engineer #2 key on the date of signing of the 1976 Collective Agreement will qualify for and receive the \$8.00 hourly rate. All future appointments to the Assistant Engineer #2 permanent key

must have successfully completed Phases 1, 2 and 3 of the Training Program to qualify for and receive the \$8.00 per hour rate.

The parties agree to cooperate fully in the implementation of the Operations Department training Programs and to sign any additional documents which may be required to confirm their agreement as recorded herein.

Accepted and Agreed this 4th day of May, 1990

LOCAL 593, E.C.W.U.

PETRO-CANADA PRODUCTS

Per: _____

Per: _____

B. Richard
Unit Chairman

L.J.G. Murphy
General Manager
Lake Ontario Refinery

(5)

LETTER OF AGREEMENT

MEMORANDUM ON MAINTENANCE DEPARTMENT OVERTIME DISTRIBUTION SYSTEM

Overtime work will be distributed as fairly as possible among employees who are qualified and available to perform such work, as provided in Article 4.01, taking into consideration the specific skills, experience and personal convenience of employees.

New hires, when they become fully orientated and familiar with refinery operating procedures, will be assigned "average overtime hours" for their department. This orientation period may extend up to 120 days, during which new hires will not be eligible for call-ins.

Overtime offered and refused will be credited as overtime worked for purposes of distribution. Overtime will then be offered to the eligible employee with next lowest overtime accumulation. To facilitate record-keeping, employees who are contacted and have refused such work or who cannot be contacted by telephone will be credited with an agreed-to number of hours.

For the purpose of overtime distribution "Craft Employee Overtime Standing" lists showing each employee's cumulative overtime opportunities (i.e. actual hours worked plus hours offered/refused/assessed) will normally be posted every one week. These lists will be used to assign overtime.

Should overtime work be necessary and insufficient craftspersons in the required trade are available, it is understood that the craftsperson with the lowest cumulative overtime opportunities will, if requested, be expected to work.

PROCEDURE FOR ASSIGNMENT OF OVERTIME OPPORTUNITIES

Except in the case of Maintenance Employees assigned to the Lubplex (see Letter of Agreement dated November 1, 1984), the procedure for assignment of overtime opportunities in the Maintenance Department will be as follows:

- (A) Continuation of Jobs Already in Progress
 - The order of assignment will be:
 - (1) Craftsperson on the job
 - (2) Assigned area personnel
 - (3) Qualified Craftsperson lowest on "Craft Employee Overtime Standing" who is known to be familiar and experienced with the work in question.

- (B) Call-In Work
 - Qualified Craftsperson lowest on "Craft Employee Overtime Standing", regardless of area where employee normally works, who is known to be familiar and experienced with the work in question.
- (C) General Maintenance
 - The order of assignment will be.
 - (1) Assigned area personnel
 - (2) Qualified Craftsperson lowest on "Craft Employee Overtime Standing" who is known to be familiar and experienced with the work in question
- (D) Shutdown Maintenance
 - Qualified Craftsperson lowest on "Craft Employee Overtime Standing" who is known to be familiar and experienced with the work in question.
 - Craftspersons will be expected to give a commitment for the duration of the job or a maximum of two weeks. This may be extended by mutual agreement of the Union/Management Subcommittee.
- (E) Lubplex Non-Assigned Personnel
 - Overtime scheduled for non-assigned Maintenance personnel in the Lubplex plant on weekends, statutory holidays or Designated Fridays, shall be offered as follows:
 - (1) Craftsperson on the job.
 - (2) Qualified Craftsperson lowest on "Craft Employee Overtime Standing".

Craftspersons working in the plant on specific jobs, outside the normal work hour may be reassigned to other work in the same or different work area at the discretion of the Shift Superintendent.

For all purposes except (B) above, situations in which reassignment of Maintenance employees will occur include situations of abnormal operational difficulties requiring immediate attention or situations where work in progress is delayed or where work is unavailable.

Under Section (D) above, an employee will not be required to work beyond the scheduled overtime hours.

The parties agree to cooperate fully in the implementation of the aforementioned overtime distribution system and agree to reconvene the Union/Management Subcommittee on a quarterly basis or as may be necessary to review and confirm the system is working satisfactorily as intended herein.

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For purposes of this Letter the following definitions apply:

- (A) Continuation of Jobs Already in Progress
A job that is in progress during regular working hours and that will be continued either the same day, or during the weekend, statutory holiday or scheduled Friday closure.
- (B) Call-in Work
Jobs after regular working hours for which employees are called by the Shift Superintendent or designate.
- (C) General Maintenance
Jobs not part of a planned shutdown, which are not job continuation or call-in work.
- (D) Shutdown Maintenance
Shutdowns for which a turnaround work list is issued. Startup coverage including deblanking to be considered as part of the above work list.

Accepted and Agreed this 4th day of May, 1990

LOCAL 593, E.C.W.U.

PETRO-CANADA PRODUCTS

Per: _____

Per: _____

B. Richard
Unit Chairman

L.J.G. Murphy
General Manager
Lake Ontario Refinery

(6)

LETTER OF AGREEMENT

In recognition of the need to have a trained and available crafts group at the Lubplex, the following is understood:

All Maintenance employees (i.e. Industrial Mechanics, Electricians, Plant Utility persons) assigned as Lubplex maintenance workers, including employees temporarily assigned due to vacations, holidays, injury, sickness, leave of absence or emergencies, will not normally be eligible for Refinery overtime. However, they may be asked to work overtime in the Refinery when overtime coverage cannot be obtained from the Refinery maintenance work force.

Lubplex overtime opportunities normally performed by Maintenance employees will be offered to qualified Lubplex Maintenance employees first.

Assigned Maintenance employees at the Lubplex may be required to work on a shift basis. The Company will thoroughly discuss the change of hour before the change is instituted.

The Agreement shall apply to the crafts currently at the Lubplex. Should other crafts be required on a regular continuous basis, the Company will meet with the Union to discuss the impact of the change on employees.

Accepted and Agreed this 4th day of May, 1990

LOCAL 593, E.C.W.U.

PETRO-CANADA PRODUCTS

Per: _____

Per: _____

B. Richard
Unit Chairman

L.J.G. Murphy
General Manager
Lake Ontario Refinery

(7)

LETTER OF AGREEMENT

MEMORANDUM ON THE LUBEPLEX HANDLER TRAINING PROGRAM

1. Effective March 6, 1979 the Handler2B classification will be the entry rate into the Lubeplex.
2. On completion of the 120-day probationary period, promotion is in order to the Handler2A classification.
3. Employees bidding into the Lubeplex will be eligible for the Handler 2A classification.
4. Effective October 1, 1980, the new hires into the Lubeplex will be on a 120-day training, orientation and probationary period. All new hires will receive the Handler 2B rate of pay (\$10.87) during this period and will not receive any other rate of pay, irrespective of work assignments. On successful completion of the 120-day probationary period, promotion is in order to the new Handler 1B classification (\$11.67).
5. Effective October 1, 1980, employees bidding into the Lubeplex will be on a 120-day training and orientation period and will be eligible for the Handler2A classification (\$11.37). These employees will receive the Handler 2A rate of pay (\$11.37) during this period and will not receive any other rate of pay, irrespective of work assignments. On successful completion of this 120-day period, promotion is in order to the new Handler 1B classification (\$11.67).
6. On completion of the Handler 1 Training Program, promotion is in order to the Handler 1A classification (\$12.27).
7. Employees will be prohibited from signing a by-pass of bidding out until they have successfully completed the Handler 1 Training Program.
8. Employees must qualify for the Handler 1A classification within 24 months of entry into the department.
9. Employees will be allowed a maximum of three opportunities to qualify on any task. Each opportunity to qualify on a task will be scheduled in a separate cycle, thus providing sufficient development time between subsequent opportunities. Should a third opportunity be necessary, it will be supervised by members of the Training Advisory Committee.
10. The company shall not be required to retain an employee who does not qualify on any task after a third opportunity.
11. New entrants into the Lubeplex after October 1, 1980, will be required, as a condition of continuing employment, to meet the requirements of Clauses 8 and 9 above, and must complete the

Handler 1 Training Program before they are eligible to bid into another department.

12. Present employees in the Lubplex will retain their present classification and rate of pay. Any employee promoted to Handler 1B classification after November 3, 1980, will receive the new Handler 1B rate of pay (\$11.67).
13. Employees in Handler 1B and 2A classifications prior to October 1, 1980, will be required to participate in the Training Program, in order to qualify for promotion to the Handler 1A classification. All employees in these classifications prior to October 1, 1980, who do not participate in the Training Program, will be by-passed for all permanent promotions.
14. It is understood a Blender Training Program will be developed and implemented on or before April 1, 1981.

A Training Advisory Committee, consisting of two Management members and two members designated by the Union from employees in the Lubplex, will be established to review the practical application of the Training Program.

Accepted and Agreed this 4th day of May, 1990

LOCAL 593, E.C.W.U.

PETRO-CANADA PRODUCTS

Per: _____
B. Richard
Unit Chairman

Per: _____
L.J.G. Murphy
General Manager
Lake Ontario Refinery

(8)

LETTER OF AGREEMENT

MEMORANDUM ON THE LUBEPLEX BLENDER/GREASEMAKER TRAINING PROGRAM

1. Initially, all Blender 2 employees will be requested to sign an Accept/Deny sheet for the Greasemaker 2 positions.
2. In future, all Greasemaker 2's would move up from a pool of Handler 1A's who had accepted the offer to train as Greasemakers.
3. The Grease Plant training pool will initially consist of three people from the Handler 1A classification. Future production requirements may necessitate a change.
4. Selection to the pool would be by seniority of the Handlers 1A who had accepted the offer. Refusals would be binding for a minimum of one year (as per Article 9.07, C.B.A.).
5. If the initial complement has not been reached on a voluntary basis, then reverse seniority would apply and the junior Handler 1A would be appointed (as per Article 9.04, C.B.A.).
6. This pool of people would be excluded from all work opportunities in the Blender classification.
7. The first four weeks of the Grease Plant training program would be an orientation period in which the employee could opt out and go back to the original seniority in the Handler classification. Management also has the right to send an employee back if not suitable.
8. At the end of the four-week period, the employee would be committed to the line of promotion to Greasemaker.
9. If an employee failed the Greasemaker 2 Training Program (i.e. six months plus maximum three months re-write opportunity), the employee would be reinstated in the #1 Handler classification as the lowest seniority employee in that classification.
10. Vacancies in the Greasemaker line of promotion will be filled by the senior qualified Handler 1A in the greasemaker pool.
11. All above criteria except for specific complement requirements shall apply to the Blender Training Program.
12. Handlers in this pool who have successfully completed either the Greasemaker 2 or Blender 2 Training Program, as appropriate, will receive the fully trained Blender 2/Greasemaker 2 pool rate set out in Appendix "D".
13. To retain this rate the employer will make available and employees must take a refresher course at least every two years while in this classification.

Accepted and Agreed this 4th day of May, 1990

LOCAL 593, E.C.W.U.

PETRO-CANADA PRODUCTS

Per: _____

B. Richard
Unit Chairman

Per: _____

L.J.G. Murphy
General Manager
Lake Ontario Refinery

(9)

LETTER OF AGREEMENT

MEMORANDUM ON THE ASPHALT BARREL HOUSE TRAINING PROGRAM

1. Effective January 1, 1981, new hires into the Asphalt Barrel House will be on a 120-day orientation, training and probationary period. All new hires will receive the Handler 2B rate of pay (\$10.87) during this period and will not receive any other rate of pay, irrespective of work assignments. On successful completion of the 120-day probationary period, promotion is in order to the new Handler 1B classification (\$11.67).
2. Effective January 1, 1981, employees bidding into the Asphalt Barrel House will be on a 120-day training and orientation period and will be eligible for the Handler 2A classification (\$11.37). These employees will receive the Handler 2A rate of pay (\$11.37) during this period and will not receive any other rate of pay, irrespective of work assignments. On successful completion of this 120-day training and orientation period, promotion is in order to the new Handler 1B classification (\$11.67).
3. On completion of the Handler 1 Training Program, promotion is in order to the Handler 1A classification (\$12.27).
4. Employees will be prohibited from bidding out of the Asphalt Barrel House until they have successfully completed the Handler 1 Training Program.
5. As a condition of continuing employment, employees must qualify for the Handler 1A classification within 24 months of entry into the department.
6. Employees will be allowed a maximum of three opportunities to qualify on any test. There will be a minimum three-month time period between qualifying tests for a specific test.
7. Present employees in the Asphalt Barrel House will retain their present classification and rate of pay. Any employee promoted to Handler 1B classification after January 1, 1981, will receive the new Handler 1B rate of pay (\$11.67).
8. Employees in Handler 1B and 2A classifications, prior to January 1, 1981, will be required to participate in the Training Program in order to qualify for promotion to the Handler 1A classification. Employees in these classifications, prior to January 1, 1981, who do not participate in the Training Program will be by-passed for all permanent promotions.

9. Job assignments, for all Asphalt Barrel House employees, will be based on training requirements, safety, health and production.

Accepted and Agreed this 4th day of May, 1990

LOCAL 593, E.C.W.U.

PETRO-CANADA PRODUCTS

Per: _____

B. Richard
Unit Chairman

Per: _____

L.J.G. Murphy
General Manager
Lake Ontario Refinery

(10)

LETTER OF AGREEMENT

MEMORANDUM ON A SEPARATE LINE OF PROMOTION FOR TANK CAR LOADERS AND THE ESTABLISHMENT OF A SEPARATE TRAINING PROGRAM

1. Effective January 31, 1986, the Tank Car Loaders will have a separate line of promotion.
2. Employees bidding into the Tank Car Loader Department will receive the Tank Car Loader (Phase 1A) rate of pay (\$12.74 per hour).
New hires into the Tank Car Loader Department will be on a 120-day training, orientation and probationary period. All new hires will receive the Tank Car Loader (Phase 1B) rate of pay (\$11.87 per hour) during this period and will not receive any other rate of pay, irrespective of work assignments. On successful completion of the 120-day probationary period, promotion is in order to the Tank Car Loader (Phase 1A) classification (\$12.74 per hour).
3. On successful completion of Phase 1 of the Tank Car Loader Training Program and 12 months' practical experience in the department, an employee will receive the Phase 1 rate (\$13.40 per hour).
4. On successful completion of Phase 2 of the Tank Car Loader Training Program and 24 months' practical experience in the department, an employee will receive the Phase 2 rate (\$14.72 per hour).
5. Employees entering the Tank Car Loader Department will be required as a condition of continuing employment to take and successfully complete Phases 1 and 2 of the Tank Car Loader Training Program within the time prescribed.
6. Employees must successfully complete the Tank Car Loading Program before they can bid out of the Tank Car Loader Department.

Accepted and Agreed this ~~41~~ day of May, 1990

LOCAL 593, E.C.W.U.

PETRO-CANADA PRODUCTS

Per: _____

Per: _____

B. Richard
Unit Chairman

L.J.G. Murphy
General Manager
Lake Ontario Refinery

(11)

LETTER OF AGREEMENT

RATE PROTECTION

In the event that employees are downgraded solely due to a plant closure, partial plant closure or change of methods or facilities which will involve employees covered by this Agreement, rate protection will be provided as follows:

- Employees who remain within their line of promotion/progression will have their existing rate maintained until the rate for the classification in which they are placed, equals the protected rate.
- Employees who are placed outside their line of promotion/progression will have their existing rate protected for one year.

To qualify for rate protection employees must:

- Successfully complete any training/retraining program to which they are assigned.
- Perform work to which they are assigned and qualified to perform.
- Use normal bidding procedures, wherever available, to return to equal or better than their former grade.

Accepted and Agreed this 4th day of May, 1990

LOCAL 593, E.C.W.U.

PETRO-CANADA PRODUCTS

Per: _____

Per: _____

B. Richard
Unit Chairman

L.J.G. Murphy
General Manager
Lake Ontario Refinery

(12)

LETTER OF UNDERSTANDING

The following will be appended to the Collective Agreements referred to in Item 1 of this memorandum.

EMPLOYMENT SECURITY

Performance of work for the Company by contractors at this location will not serve to alter any right an employee has under the terms of this Agreement nor cause the lay-off of any employee in the Bargaining Unit.

In the event of a Plant closure, partial Plant closure or change of methods or facilities which will involve a permanent workforce reduction of employees covered under this Agreement, the Company shall train or retrain employees subject to lay-off for job vacancies which exist at that time within the Company, provided the employees have the basic qualifications and aptitude required for the job vacancy. Employees who are placed in lower paying jobs as a result of being declared surplus will receive the base rate of pay for the job which they held immediately prior to notification of such surplus subject to the conditions specified in Appendix "D".

In the case of an employee who does not qualify for a job vacancy as stated above or in the event that no job vacancy exists, the Company will participate in every reasonable way possible with the Union and the Government in training and retraining any employee for outside employment opportunity. Provision of this training for outside employment will occur only when an employee's recall rights have expired or they have waived their recall rights and accepted severance payment. The Company will reimburse an employee for training and/or moving costs incurred within two years of termination to a maximum of two thousand dollars, provided such expense is for the purpose of outside employment opportunity less any other training or moving subsidy available to the employee. Training costs will include registration and tuition fees, books and examination fees.

The Company and the Union agree to assist the employee in identifying outside subsidies that may exist and assist the employee in qualifying for such subsidies.

The terms and conditions of this Letter will automatically renew unless representatives of either party, at the locations specified above, serve written notice to terminate this Letter. Such notice must be given at least sixty, but not greater than ninety days, prior to the expiry date of the Agreement signed between the parties at these locations.

Accepted and Agreed this 4th day of May, 1990

LOCAL 593, E.C.W.U.

PETRO-CANADA PRODUCTS

Per: _____

B. Richard
Unit Chairman

Per: _____

L.J.G. Murphy
General Manager
Lake Ontario Refinery

MEMORANDUM OF AGREEMENT

SAFETY, HEALTH AND INDUSTRIAL RELATIONS TRAINING FUND

As part of the current wage settlement, the Company agrees to remit three cents per hour for each full-time employee's regular hours of work to a Safety, Health and Industrial Relations Training Fund. Payments are to be made to the Safety, Health and Industrial Relations Training Fund of the E.C.W.U. on a quarterly basis.

The Union agrees that the sole purpose of this fund will be to provide training to its members primarily those from Petro-Canada in the areas specified above. The Union further agrees that the content of the Safety and Health Programs will be consistent with current Safety and Health Programs endorsed by the Company, i.e. Five Star Program. The Union also agrees to furnish the Company, on an annual basis, a listing of the courses to be presented.

The Union agrees to provide a fund audit as requested.

Leave(s) of absence provisions in local agreements will apply to leave requested pursuant to this Memorandum of Agreement.

This Memorandum will be included as part of all local collective agreements and unless cancelled by either party within thirty days prior to January 31, 1992, all terms and conditions will continue to apply.

Accepted and Agreed this 4th day of May, 1990

LOCAL 593, E.C.W.U.

PETRO-CANADA PRODUCTS

Per: _____

Per: _____

B. Richard
Unit Chairman

L.J.G. Murphy
General Manager
Lake Ontario Refinery

(14)

LETTER OF AGREEMENT

INTERDEPARTMENTAL BUMPING

The parties agree to the following:

1. Where there is a significant reduction in forces in a department and the influx into a department is 10% or more, they will meet to review the Company's plans to minimize the significant disruptive impact on training, safety, productivity and costs of such influx.
2. The Company will develop procedures to implement these plans with Union involvement, as necessary, to ensure maintenance of productivity and minimum disruption to the operation.
3. All provisions of the Collective Agreement continue to apply in such cases.

Accepted and Agreed this 4th day of May, 1990

LOCAL 593, E.C.W.U.

PETRO-CANADA PRODUCTS

Per: _____
B. Richard
Unit Chairman

Per: _____
L.J.G. Murphy
General Manager
Lake Ontario Refinery

(15)

LETTER OF AGREEMENT

RE: OVERTIME FOR TEMPORARY REASSIGNMENTS TO OPERATING DEPARTMENT AND LUBEPLEX

An employee temporarily reassigned as a result of the temporary suspension of an operation in a department will only be offered overtime in the classification to which the employee has been reassigned after all employees permanently in that classification have been asked.

Accepted and Agreed this 4th day of May, 1990

LOCAL 593, E.C.W.U.

PETRO-CANADA PRODUCTS

Per: _____
B. Richard
Unit Chairman

Per: _____
L.J.G. Murphy
General Manager
Lake Ontario Refinery

(16)

LETTER OF AGREEMENT

BLENDER/GREASEMAKER EMPLOYEE REASSIGNMENT

Notwithstanding Article 4.01 of the Collective Agreement, where an employee is performing work within the employee's classification in the **Blender/Greasemaker** groups and other work becomes necessary for which the employee is qualified within these groups, the Company may assign the employee to do such work notwithstanding that it may be considered work normally in another classification within these groups provided the assigned work does not exceed one hour in that classification.

Accepted and Agreed this 4th day of May, 1990

LOCAL 593, E.C.W.U

PETRO-CANADA PRODUCTS

Per: _____

Per: _____

B. Richard
Unit Chairman

L.J.G. Murphy
General Manager
Lake Ontario Refinery

(17)

LETTER OF AGREEMENT

REGARDING THIRD SHIFT IN LUBEPLEX

The parties agree that the following conditions will apply to the present three shift operation in Lubeplex.

1. Employees will work on a 21-day working cycle as set out in Article 2.05 of the Collective Agreement.
2. The normal shifts are as set out in Article 2.03.
3. Notwithstanding Article 5.01(ii) of the Collective Agreement, observance of the recognized holidays shall be from 12:01 a.m. on the proclaimed day to midnight on that day.
4. In consideration of the foregoing, employees working the day shift on the above schedule shall receive a premium payment of 12 cents per hour for hours worked between 8:00 a.m. and 4:00 p.m. Employees, when assigned to a regular day shift schedule, will not receive this premium.
It is understood that this premium is not part of the basic rates or subject to overtime.
5. All other provisions of the Collective Agreement pertaining to shift workers shall apply.

Accepted and Agreed this 4th day of May, 1990

LOCAL 593, E.C.W.U.

PETRO-CANADA PRODUCTS

Per: _____

B. Richard
Unit Chairman

Per: _____

L.J.G. Murphy
General Manager
Lake Ontario Refinery

(18)

LETTER OF UNDERTAKING RE: REHIRING

Laid-off employees whose recall rights have expired shall be given preference for rehiring for vacancies for which they apply if they have the necessary qualifications for the job position.

The Company will develop a list of such employees to track them for such opportunities. Where such employees are not returned to positions for which they have the qualifications, an explanation for such refusal will be provided.

It shall be the responsibility of the employee to keep the Company informed of the address through which the employee may be reached.

Accepted and Agreed this 4th day of May, 1990

LOCAL 593, E.C.W.U.

PETRO-CANADA PRODUCTS

Per: _____

B. Richard
Unit Chairman

Per: _____

L.J.G. Murphy
General Manager
Lake Ontario Refinery

DOC01

LETTER OF UNDERTAKING

RE: COMPANY-RELATED TRAINING SESSIONS

The Company confirms that hourly employees attending Company-related training sessions or other such meetings off Company premises will be entitled to the provisions of the Company policy regarding travelling expenses.

The Company further confirms that where such attendance requires significant travelling for the employees, the Company will investigate methods to minimize the problem such as providing transportation.

Accepted and Agreed this 4th day of May, 1990

LOCAL 593, E.C.W.U.

PETRO-CANADA PRODUCTS

Per: _____

Per: _____

B. Richard
Unit Chairman

L.J.G. Murphy
General Manager
Lake Ontario Refinery

DOC02

(20)

CONFIRMATION RE: WORK BREAKS

The Company confirms that during the term of the 1990/91 Collective Agreement it will continue its past practice of providing day workers two 10-minute work breaks each day at 9:50 a.m. to 10:00 a.m. and 2:20 p.m. to 2:30 p.m.

Accepted and Agreed this 4th day of May, 1990

LOCAL 593, E.C.W.U.

PETRO-CANADA PRODUCTS

Per: _____

B. Richard
Unit Chairman

Per: _____

L.J.G. Murphy
General Manager
Lake Ontario Refinery

DOC03

(21)

REFINERY PROCEDURE #20

JUNE 22, 1988

SAFETY AND HEALTH INVESTIGATION PROCEDURE

1. In any Safety and Health Investigation meeting initiated by the Superintendent of Fire, Safety and Security dealing with recordable and major incidents, upon the request of an employee involved in the investigation, a Safety Representative will attend with the employee.
2. For purposes of this Procedure, the present practice regarding the initiation of recordable and major incidents will continue. This will include all incidents where medical aid is required and will include but is not limited to incidents where costs exceed \$50,000.00.

L.J.G. Murphy
General Manager
Lake Ontario Refinery

DOC04

(22)

Petro-Canada

Note de service
Internal memorandum

To / A: B. Richard CC:
From/ De: K.B. Hueston
Date / Date: May 4, 1990 Ref / Réf:
Subject / Objet: EMPLOYMENT

This will confirm our commitment relative to re-employment of previous employees who have left the Company after expiry of Long Term Disability.

Where a suitable job vacancy exists, an eligible former employee who left our employ solely due to medical restrictions and who applies, will be given greater consideration for the job vacancy if he/she has equal skill, ability and qualifications compared with other employment applicants.

K.B. Hueston
Manager,
Human Resources - Central

DOC05

(23)

LETTER OF AGREEMENT

As to the Interpretation of Article 4.11 of the Collective Bargaining Agreement when a shift worker is changed to a day worker, or returns to a regular, rotating shift schedule:

- a) The employee's old schedule is the schedule the employee was following on the first day of the pay period.
- b) If, due to a schedule change, the employee works more straight time hours during the pay period than the old schedule called for, the employee will be paid double time for the extra hours.
- c) If, due to a schedule change, the employee is scheduled to work fewer hours during the pay period than the old schedule called for, the employee will be eligible to make up the time, as provided in Article 4.05.
- d) For purposes of determining premium or make-up time, absences for any reason will be considered time scheduled but not time worked.
- e) An employee assigned to the position of Shutdown/Assistant Shutdown Coordinator will observe the same designated day as other hourly workers employed in Maintenance, Lubplex, Stores, Asphalt Barrel House and the Laboratory.
- f) An employee assigned for the purposes of training or replacing a Foreman/Supervisor, will observe the salaried designated day schedule.

Accepted and Agreed this 4th day of May, 1990

LOCAL 593, E.C.W.U.

PETRO-CANADA PRODUCTS

Per: _____

Per: _____

B. Richard
Unit Chairman

L.J.G. Murphy
General Manager
Lake Ontario Refinery

DOC06

(24)

CLARIFICATION OF ARTICLE 11.18

Included in the time provided to the Unit Chairman for the investigation of grievances in Article 11.18 is time to analyze grievance replies provided by the Company.

Reasonable time will also be provided for preparation for the negotiation of the renewal of the Collective Agreement as outlined in Article 11.18.

Accepted and Agreed this 4th day of May, 1990

LOCAL 593, E.C.W.U.

PETRO-CANADA PRODUCTS

Per: _____

Per: _____

B. Richard
Unit Chairman

L.J.G. Murphy
General Manager
Lake Ontario Refinery

DOC07

PROPOSAL FOR UNION TO HAVE ACCESS TO OFFICE SPACE

The Company will provide access to office space for the Union under the following conditions:

1. **Location**

The preferred location is the building in which the local Unit Chairman works.

At this time, however, this is not possible and the office available is in the Engineering Department in Administration Building #1.
2. **Facilities Provided**

Filing cabinet to be exclusively for the use of the Union. Other normal office facilities. The Union shall be responsible for the payment of any long distance charges.
3. **Access**

Operations permitting, the office will be available to the appropriate Union members (as defined in Section 4 below) between the hours of 7:00 a.m. and 6:00 p.m., Monday to Friday. Access on weekends or at other times in off-hours may be available to Union Executive only, subject to prior approval.
4. **Entitlement to Access**

Members of the Union Executive may access the office at any time during normal access hours when they are not on their working hours. They must obtain leave of absence in the normal manner to access the office during their working hours. No other employees are entitled to access unless they are with a member of the Union Executive and have obtained any required leave of absence in the normal manner.
5. **Term**

Should the Company wish to terminate this arrangement, it will provide the Union with at least 30 days' notice.

Accepted and Agreed this 4th day of May, 1990

LOCAL 593, E.C.W.U.

PETRO-CANADA PRODUCTS

Per: _____

B. Richard
Unit Chairman

Per: _____

L.J.G. Murphy
General Manager
Lake Ontario Refinery

DOC08

(26)

LETTER OF AGREEMENT

The parties agree, with respect to the provisions of stand-off time/pay, to the interpretation of Article 4.04 of the Collective Bargaining Agreement as outlined below:

The provisions of stand-off time/pay are applicable only to day workers, scheduled to work days, save and except statutory holidays, designated days, weekends, vacations.

Day workers, scheduled to work days, who perform work between the hours of 12:00 midnight and 4:00 a.m., shall not, except in cases of abnormal operational difficulties, be required to report for their normal scheduled hours of work within eight hours of finishing such work.

Notwithstanding the above, stand-off pay shall not accrue beyond 12:00 noon of the day following the day on which the overtime work was performed.

Employees shall notify their Foreman or Shift Superintendent prior to leaving the Refinery if they will not be reporting for the remainder of their normal scheduled hours of work.

It is agreed that, if extended coverage is necessary outside of the normal day schedule, the Foreman will contact employees in advance when possible and request them to go on shift for an indefinite period until further advised.

It is agreed that when employees receive premium payment arising out of a change of schedule, provisions of stand-off time/pay are not applicable on completion of the shift.

Employees will be entitled to make up time at straight time by agreement with their Foreman, in accordance with Article 4.05.

Such time will be made available, preferably in the same pay period or within ten days of the employees' actual working days excluding statutory holidays, designated days, weekends, vacations, sickness, leave of absence, of the shift completing.

Employees will declare in writing their intention re: Make-up time.

Accepted and Agreed this 4th day of May, 1990

LOCAL 593, E.C.W.U.

PETRO-CANADA PRODUCTS

Per: _____

B. Richard
Unit Chairman

Per: _____

L.J.G. Murphy
General Manager
Lake Ontario Refinery

DOC09

(27)

LETTER OF AGREEMENT

As a result of the establishment of a separate line of promotion and rate structure for Tank Car Loaders, it is agreed that:

- 1) The three employees presently in the Tank Car Loader Department (R. DiCarlo, W. Benazzi and G. McCurdy) will be "gold-circled" at the regular basic rate of pay they held on February 1, 1986.
- 2) These employees will continue to receive general increases negotiated for this Department.

Accepted and Agreed this 4th day of May, 1990

LOCAL 593, E.C.W.U.

PETRO-CANADA PRODUCTS

Per: _____
B. Richard
Unit Chairman

Per: _____
L.J.G. Murphy
General Manager
Lake Ontario Refinery

DOC10

LETTER OF AGREEMENT

1. Effective October 1, 1984, the new shift schedule for Pumper #2 (Pumper #2/Assistant Pumper included) will consist of working rotating 12-hour shifts and within a sixty-week period the employee will work a block period of six weeks on the new 8:00 a.m. to 4:00 p.m. Monday to Friday shift.
2. All employees in the Pumper #2 (Pumper #2/Assistant Pumper included) classifications will rotate, individually, through this new schedule.
3. Employees working the 8:00 a.m. to 4:00 p.m. shift will eat at or near the scene of their work and will eat as work and time permits. Because of this requirement, their lunch period will be part of their shift and no deduction in pay will be made.
4. Employees working the 8:00 a.m. to 4:00 p.m. shift will observe the same scheduled days of rest as prepared for Maintenance workers.
5. Employees will be paid a shift change premium when working the 8:00 a.m. to 4:00 p.m. shift for the first time. Thereafter, it will be part of their normal schedule.
6. The employee working the 8:00 a.m. to 4:00 p.m. shift will perform all the duties required of a Pumper #2. The employee will report to and take direction from the Master/Chief Pumper on shift.
7. The employee working the 8:00 a.m. to 4:00 p.m. shift will not be permitted to fill vacancies in the Master/Chief Pumper or Breaker classifications, as outlined in Article 9.10(a) or (b) during this six-week period, unless there are no other qualified employees able to move up.
8. The employee working the 8:00 a.m. to 4:00 p.m. shift will be eligible for overtime opportunities provided it does not interfere with the regular scheduled hours of work.
9. The employee working the 8:00 a.m. to 4:00 p.m. shift will observe recognized holidays as outlined in Article 5.01 (ii).

Accepted and Agreed this 4th day of May, 1990

LOCAL 593, E.C.W.U.

PETRO-CANADA PRODUCTS

Per: _____

Per: _____

B. Richard
Unit Chairman

L.J.G. Murphy
General Manager
Lake Ontario Refinery

MEMORANDUM OF SETTLEMENT

MAINTENANCE OVERTIME

The parties agree to recommend the following for the resolution of the Maintenance Overtime Distribution System:

1. The attached Maintenance Overtime Distribution Procedure will replace the present procedure; it being understood that the provisions requiring computer changes will go into effect as soon as such changes can be made. The assessments and charging provisions of the previous Procedure will remain in effect until that time to the extent required.
2. Letter of Agreement #5 will be amended as attached.

Accepted and Agreed this 4th day of May, 1990

LOCAL 593, E.C.W.U.

PETRO-CANADA PRODUCTS

Per: _____

B. Richard
Unit Chairman

Per: _____

L.J.G. Murphy
General Manager
Lake Ontario Refinery

DOC12.1

MAINTENANCE OVERTIME SYSTEM

To establish a simplified procedure for the distribution of Maintenance Department overtime on a fair and practical basis, the Energy & Chemical Workers Union, Local 593, and Petro-Canada Inc., Lake Ontario Refinery, Mississauga Plant (hereinafter referred to as the Union and the Company) do hereby agree to the introduction of the Maintenance Overtime Distribution Procedure attached hereto as Exhibit 1. Implementation of this procedure will be on a trial basis until January 31, 1992, at which time the parties will meet to decide whether to continue the procedure.

This overtime procedure is to be implemented in 1990 following ratification of a revised Collective Bargaining Agreement.

The Company and the Union will meet as often as required to identify and resolve problems arising from the operation or implementation of the overtime system.

Either party to this agreement may give the other party 30 days' notice to terminate this Agreement after which the parties will revert to Letter of Agreement #5, taking due account of the disparities in overtime standings in the craft categories and the necessity to handle these in an equitable manner.

Accepted and Agreed this 4th day of May, 1990

LOCAL 593, E.C.W.U.

PETRO-CANADA PRODUCTS

Per: _____

Per: _____

B. Richard
Unit Chairman

L.J.G. Murphy
General Manager
Lake Ontario Refinery

DOC12.2

MAINTENANCE OVERTIME DISTRIBUTION PROCEDURE

- 1.0 **Purpose**
 - 1.1 This procedure provides a fair and practical system for distribution of overtime for Maintenance Department employees pursuant to Article 4.01 and Letter of Agreement #5.
 - 1.2 Given the large number of variables which drive the system and the variety of people inputting data, interpretation of the resulting overtime standings will be tempered by reasonableness and practicality. However, the Company agrees that when an overtime opportunity is assigned in error to an employee in the wrong category, the eligible employee with the least amount of overtime hours in the right category shall be compensated for the number of hours worked on the lost opportunity and the overtime standing adjusted accordingly.
- 2.0 **Standings**
 - 2.1 Overtime standings are calculated separately for each of the following categories:
 - I Mechanics I:
 - a) Pipefitters
 - b) Welders
 - c) Industrial Mechanics
 - d) Machinists
 - e) Electricians
 - f) Instrument Mechanics
 - g) Instrument Specialists
 - h) Building Trades
 - i) Equipment Operators
 - j) Utilitypersons
 - k) Lubplex Electricians
 - l) Lubplex Industrial Mechanics
 - II Apprentices in each of the above.
 - 2.2 The overtime standings are adjusted daily after calculation of hours charged, assessed or worked. The current day's calculations are based on the previous day's standings. The standings will be posted weekly.
- 3.0 **Overtime Equalization Report**
 - 3.1 Once a week, normally on Wednesday, a draft report updated to 0800 hours Monday will be issued to designated Union

Representatives. The deadline for submission of corrections to be included in the current weekly report is Wednesday 1630 hours. On Thursday 1200 hours the weekly report to be used for the assignment of overtime will be issued to the Maintenance Supervisors, Maintenance Foremen, Maintenance Bulletin Boards, Shift Superintendents and designated Union Representatives. Any additional corrections will be incorporated in the following week.

- 3.2 The following information is contained in the "Overtime Equalization Report":
 - 3.2.1 Employee's surname and most often used first name.
 - 3.2.2 HRW Year (Overtime Hours Worked - Year). This is the total of the overtime manhours worked to date in the current year.
 - 3.2.3 HRC Year (Overtime Hours charged - Year). This is the total of the overtime manhours charged in the current year for refusals of overtime opportunities and applicable circumstances on failure to contact.
 - 3.2.4 HRA (Overtime Hours Assessed - Year). This is the total of the overtime hours assessed during the current year for absences as defined in 5.3.1 or as prescribed under 5.8.
 - 3.2.5 Total Year. This is the total manhours from the preceding three columns and represents each employee's overtime standing.
 - 3.2.6 Number of overtime opportunities accepted in the current year.
 - 3.2.7 Number of overtime opportunities refused in the current year.
 - 3.2.8 Number of Telephone attempts.
- 3.3 The employees are reported in order of their standing, with the lowest standing representing the employee with the lowest total overtime in the current year. Equal total overtime hours will result in equal standings.
- 4.0 Recording of Overtime
 - 4.1 Selection of employees for overtime work shall be made in accordance with the requirements of Letter of Agreement #5 using the latest corrected weekly published Overtime Equalization Report.
 - 4.2 Unless otherwise excused, Maintenance employees will report to the Maintenance shop at 4:20 p.m. At this time remaining overtime assignments may be made. Employees not assigned overtime work will receive the balance of the day for wash-up. Employees who are eligible for overtime and do not report to the shop area at 4:20 p.m.

when there is an overtime opportunity will be charged with a refusal. After 4:30 p.m. the call-in procedure will apply.

- 4.3 Any adjustment to the overtime standings after a timesheet has been prepared must be authorized in writing by a Maintenance Supervisor.
- 4.4 Where, due to computer failure or malfunction, the latest Overtime Equalization Report is incorrect or unavailable, overtime assignments will be made from the most recent published weekly report. The Union and Company shall meet to discuss the situation if the duration of the computer outage exceeds four days in which case the overtime standings will be manually updated if required.
- 4.5 When an employee works overtime on any given day, he/she will be credited with the Overtime Hours worked and cannot be Charged or Assessed hours on that day. For overtime purposes, a day is determined as 8:00 a.m. to 8:00 a.m. the following day.
- 4.6 If an employee has Overtime Hours Charged at any time, then he/she cannot be Assessed hours on that day.

5.0 Crediting Overtime

- 5.1 If an employee refuses overtime when it is offered, the employee is charged a flat rate of six hours. In the event an employee is telephoned and no contact is made, the employee is charged with six hours.
- 5.2 When an employee is called in on overtime to work less than two hours and is paid the four hour straight time rate, the employee is credited two hours' overtime.
- 5.3 During the period that an employee is not available for overtime because of an absence as defined in 5.3.1. and starting on the first day of such absence the employee's standing shall be noted and on return from such absence the employee will maintain this standing on the Overtime Equalization Report. Where the employee is in top or bottom position the employee will retain the disparity of hours against the next person. When in the list the employee will be averaged in between the adjacent persons.

5.3.1 Absences are defined as follows:

- Sick
- Compassionate Leave
- Vacation
- Medical Leave
- Jury Duty
- Leave of Absence (not paid)
- Leave of Absence (paid)
- Union Business (paid)(')

- Union Business (not paid)(*)
- Union/Management Business(*)
- Workers Compensation
- Safety Training()
- Job Training(*)

When these absences exceed an eight-hour continuous period, overtime will be managed as in 5.3.

Notwithstanding the above, employees absent from the plant in the asterisked categories will be eligible for overtime on call-ins and if previously arranged, other scheduled overtime.

5.4 Medical Restrictions:

Due to safety concerns and increased risk of re-injury, employees designated by the Company Doctor as unfit for full regular duties, will not normally be considered for overtime opportunities other than:

1. Overtime on the basis of "job continuation by the person on the job", or
2. Overtime on a job where the work is the same or substantially the same as work known to have been performed by the employee while unfit, providing the work has not significantly changed and the employee's condition has not materially deteriorated, or
3. When the entire trade group is assigned to supervised overtime.

The overtime standing of employees in this situation will be adjusted under 5.8 such that they do not cause other employees to be "FLAGGED under 6.3.

5.5 Special Assignment:

Employees on special assignment will be charged 6 hours for work refused regardless of hours worked that day. They will be eligible for craft overtime within their category after all other employees in their category (excluding "FLAGGED employees and assigned Lubplex personnel) have been offered and have refused. These employees will be eligible for overtime selection for other than special assignment overtime commencing 0800 on the next regular workday following their special assignment.

5.7 Transfers:

Employees transferred to work in another overtime category will be assigned the average overtime hours of the overtime category they move into.

- 5.8 It may be necessary for the Company and Union to meet from time to time to consider the adjustment of overtime standings for employees whose hours accumulate to significantly more or less than those of other employees in the same category.
- 5.9 In circumstances where an employee has been assigned to shutdown maintenance pursuant to Letter of Agreement #5, Definition (D) and becomes unavailable at any time to carry out such assignment for any reason for an undetermined period, the Company will firstly rely on the provisions of the Call-In Overtime Definition (B) to select an alternate employee for the assignment.
- 5.10 The employee selected under 5.9 will be relied upon until either the unavailable employee returns to the shutdown assignment or it is determined that the employee is unable to return for the duration of that assignment, at which time the Company will reassign the shutdown work pursuant to Definition (D) using the current overtime list.
- 6.0 **Twelve Month Reduction- Hours**
- 6.1 Every twelve months starting January 31, 1991, the total overtime hours for employees in each category shall be reduced by the total overtime hours of the employees with the lowest overtime standing in the category (i.e. the lowest standing employee in each category will start from zero every twelve months).
- 6.2 Reductions shall be made in the following manner:
- a) Lowest standing employee in each category will start with total hours at zero. (Hours Worked = 0; Hours Assessed = 0; Hours Charged = 0).
 - b) In each category, the total hours of the lowest standing employee will be subtracted from all the total hours of other employees in the category.
 - c) All other employees in the category will start with Hours Worked = 0; Hours Charged = 0; but Hours Assessed will equal the difference between the employees' current standing total overtime hours and the lowest standing employees' total overtime hours.
- 6.3 Employees who accumulate a disparity of more than 100 hours above the lowest standing employee in their category shall be "FLAGGED" on the next weekly posted report of overtime standings as ineligible for overtime opportunities, except as laid out in 6.4 below.

- 6.4 Employees shown as "FLAGGED" employees in a category shall be eligible for overtime only after all other employees in the category have been offered and have refused.
- 6.5 The "FLAGGED" employee will not again be eligible for overtime opportunities until said disparity is reduced to within fifty hours of the lowest standing in the category.

90.04.02

DOC12.3

(30)

RE: MAINTENANCE PYRAMIDING

It is understood that, notwithstanding the letter dated July 29, 1987 in response to the Pipefitters' June 10, 1987 grievance, in future, day workers required to work on one or more days of rest as a result of shutdown scheduling will receive overtime for such day(s) and, pursuant to Article 4.09 of the Collective Agreement, will also receive premium payment on the first day on which the hours of work are changed, being the first work day following day(s) of rest, at which time shift differential as provided in the Collective Agreement shall apply.

Accepted and Agreed this 4th day of May, 1990

LOCAL 593, E.C.W.U.

PETRO-CANADA PRODUCTS

Per: _____

Per: _____

B. Richard
Unit Chairman

L.J.G. Murphy
General Manager
Lake Ontario Refinery

DOC13

(31)

UNDERTAKING

HANDLER OPTION

An employee who wishes to change functions will provide the foreman with a request for a transfer. The Company will canvass employees in other groups to determine interest in making a transfer. Where the lesser of 5 such employee(s) or 10% of a team is/are identified, these employees will switch immediately (excluding June, July and August). Any remaining employees will switch at such time as operational requirements permit. Employees who make such a transfer will generally be expected to remain in the new function for at least one year before seeking another transfer; however, employees may seek another transfer on a bi-yearly basis.

Accepted and Agreed this 4th day of May, 1990

LOCAL 593, E.C.W.U.

PETRO-CANADA PRODUCTS

Per: _____

Per: _____

B. Richard
Unit Chairman

L.J.G. Murphy
General Manager
Lake Ontario Refinery

DOC14

(32)

May 4, 1990

Mr. B. Richard
Unit Chairman
E.C.W.U., Local 593
2630 Royal Windsor Drive. Unit 1
Mississauga, Ontario
L5J 1K7

CLARIFICATION

The Company confirms that the eligibility and compensation provisions of the Lead Hand guidelines dated October 27, 1987 will apply.

J. Van Iderstine
Manager, Lubricants
Supply & Manufacturing

cc: J. Kane

DOC15

(33)

Petro-Canada
Note de service
Internal memorandum

To / A: BRIAN RICHARD CC:
From / De: L.J.G. MURPHY
Date / Date: MARCH 31, 1990 Ref / Réf:

Subject / Objet: **SETTLEMENT OF MAINTENANCE ISSUES**

For the duration of the Collective Agreement commencing February 1, 1990, the Company agrees to maintain a minimum complement of ninety (90) Maintenance craftsperson with no decrease in the complement in each trade. This agreement is subject to the following undertaking by the parties:

1. The Company and the Union agree to participate in an R.B.O. program sponsored by the Ministry of Labour with the object of resolving issues including the following:
 - a) Difficulties in the Maintenance, Operating and Laboratory overtime systems.
 - b) Improving Maintenance effectiveness.
 - c) Scheduling Fridays off out of scheduled Maintenance shutdowns.
2. Effective February 1, 1991, all overtime systems shall be self-compensating within classification subject to the following provision:

"Notwithstanding a deliberate attempt by Management to deviate from the prescribed overtime procedure, each system shall be self-compensating."

Should the Union successfully challenge the role of contractors in arbitration, any award shall be in addition to the above commitment.

L.J.G. Murphy
General Manager,
Central Region, Refining

APPENDIX "F"

OPERATING DEPARTMENTS TRAINING PROGRAMS AND RATE PROGRESSION

1. New hires or employees entering an Operating Department after January 31, 1986, will be required as a condition of continuing employment, to take and successfully complete Phases 1, 2, 3 and 4 of their training programs within the time prescribed.
2. An employee who does not successfully complete any phase of the Training Programs within the time prescribed will be considered to have failed the Program. Refusal to write examinations or be tested at 12-month phase completion will be recorded as a failure.
Notwithstanding the above, an employee will be given an extension to complete based upon a justifiable reason for not completing the particular phase within the time prescribed.
3. New hires or employees bidding into the Operating Department after January 31, 1986, must complete the Operating Training Program before they are eligible to bid into another department.
4. Course content in regards to Theory, Academic and Technation will be established and administered by Management.
5. Course content in regards to Practical Training, teaching methods and testing for this training, will be established by an Advisory Committee consisting of three Management members and three members delegated by the Union from employees in the #2 Classification who have completed the training program and/or higher classifications.
6. The Operator Training Program will consist of four phases:
Assistant Operator (Phase No. 4) - 12 months
Assistant Operator (Phase No. 3) - 12 months
Assistant Operator (Phase No. 2) - 12 months
Assistant Operator (Phase No. 1) - 12 months
7. The Asphalt and Pumping and Shipping Training Programs will consist of four phases:
Assistant Pumper (Phase No. 4) - 12 months
Assistant Pumper (Phase No. 3) - 12 months
Assistant Pumper (Phase No. 2) - 12 months
Assistant Pumper (Phase No. 1) - 12 months
8. The Utilities Training Program will consist of four phases:
Assistant Engineer (Phase No. 4) - 12 months
Assistant Engineer (Phase No. 3) - 12 months

Assistant Engineer (Phase No. 2) - 12 months
Assistant Engineer (Phase No. 1)- 12 months

The Utilities Department Training Program recognizes the Provincial Ticket Program (ticket equals phase, time and equivalent rate).

Employees hired into or bidding into the Utilities Department without a Steam ticket will enter Phase 1 of the Program and will be required to complete the 4th Class Steam ticket within 12 months.

Employees hired or bidding into the Utilities Department with a 4th Class Steam ticket will enter Phase No. 2 of the Program and will be required to complete the 3rd Class Steam ticket within 12 months. These employees will be also required to review the Phase 1 practical training program.

Employees hired into or bidding into the Utilities Department with a 3rd Class Steam ticket will enter Phase No. 3 of the Program and will remain in Phase No. 3 for 12 months, during which time they must complete the Phase No. 3 portion of the Program. These employees will also be required to review the Phase 1 and Phase 2 of the practical training program.

9. On successful completion of all aspects of a Training Phase, including the minimum time period, an employee will receive the next higher rate. On successful completion of all four phases of the Training Program, an employee, depending on the Area and Program, will receive promotion to the Assistant Operator, Pumper, or Engineer classification.

10. PORTABILITY

The Training Programs in Operations are portable (Areas 3, 5, 6, 7 and 8) and can be carried to another Area with the following provisions:

- (a) The earned rate is portable
- (b) All earned theory (regardless of phase) is portable.
- (c) (i) If an employee moves from one area in Operations to another in Operations and is still in the Training Program:
 - The employee must remain in phase for the theoretical portions remaining in the program.
 - The employee must take and complete the practical portions in the new area comparable to those not completed in the old area.
 - The employee must review phases in the new area comparable to those completed in the area and demonstrate a satisfactory knowledge of these phases.
 - For the phase the employee was in when the move took

place, the minimum time for completion of the same phase in the new area will be 12 months less the time already spent in that phase, and the maximum time for completion will be 12 months from the completion of the previous phase in the new Area.

During the review period the employee may be assigned to the Training Centre for a period of up to 40 hours to facilitate the training requirements.

- (ii) If an employee moves from one area in Operations to another area in Operations and is not in the Training Program:

The employee must complete the practical portions of Phases 3 and 4 of the program in the new area. In addition, the employee must review the practical portions of Phases 1 and 2 of the program in the new area and demonstrate a satisfactory knowledge of these phases. Upon completion of this review and satisfactory demonstration, the employee will be considered to have entered Phase 3 of the practical training program.

There will be no minimum time period required for the completion of Phases 3 and 4 in the new area, and a maximum time period of 12 months for completion of each of these phases in the new area.

During the review period of Phases 1 and 2, the employee may be assigned to the Training Centre for a period of up to 40 hours to facilitate the training requirement.

- (iii) If an employee has worked in an area of Operations, moved to a Department outside of Operations, and returns to the same area in Operations within fifteen months, the employee will not be required to repeat the program, but at the same time cannot by-pass more senior Operators in the Area in the event of a permanent promotion and the more senior Operators are in phase in the training program.

- (iv) If an employee has worked in an area of Operations, moved to a department outside of Operations, and returns after fifteen months to the same area in Operations, the employee will be required to complete the practical portions of Phases 3 and 4 of the training program. In addition, the employee must review the practical portions of Phases 1 and 2 of the program and demonstrate a satisfactory knowledge of these phases. Upon completion of this review and satisfactory demonstration, the employee will be considered to have entered Phase 3 of the practical training program.

There will be no minimum time period required for the completion of Phases 3 and 4 and a maximum time period of 12 months for the completion of each of these phases. During the review period of Phases 1 and 2, the employee may be assigned to the Training Centre for a period of up to 40 hours to facilitate the training requirement.

- (v) If an employee has worked in an area of Operations, moved to a department outside of Operations, and returns to an area of Operations other than the area the employee worked before, the employee will be required to complete the practical portions of Phases 3 and 4 of the program in the new area. In addition, the employee must review the practical portions of Phases 1 and 2 of the program in the new area and demonstrate a satisfactory knowledge of these phases. Upon completion of this review and satisfactory demonstration, the employee will be considered to have entered Phase 3 of the practical training program.

There will be no minimum time period required for completion of Phases 3 and 4 for the new area and a maximum time period of 12 months for completion of each of these phases in the new area.

During the review period of Phases 1 and 2, the employee may be assigned to the Training Centre for a period of up to 40 hours to facilitate the training requirement.

- (d) Notwithstanding Paragraph (c) above, employees in the Operator Training Program, prior to January 31, 1986, can carry the Training Program to another area with the following provisions:
 - (i) The earned rate is portable.
 - (ii) All earned theory (regardless of Phase) is portable.
 - (iii) Where portability is indicated and requested, the credit for the practical will be determined by the Advisory Committee but in no case is the 4th phase practical content portable, i.e. the 4th phase practical in the new area must be taken to complete the Training Program.
- (e) On successful completion of all four phases of the practical portions of the Operator Training Program, the employee will receive promotion to the Assistant Operator classification and rate of pay.

11. BIDDING DOWN

When an employee in Operations earning a rate higher than the Assistant Operator, Assistant Pumper or Assistant Engineer rate

moves into another area in Operations, the employee shall receive the Assistant Operator, Assistant Pumper or Assistant Engineer rate of pay and be required to complete the practical portions of the Training Program in the new area as prescribed in 10(c)(ii)

12. **UNAVAILABILITY OF COURSE CONTENT IN TRAINING PROGRAM**

Any dispute where employees claim that they are being held back in rate because of unavailability of course content will be referred to the Training Advisory Committee for recommendations to Management.

13. **PROMOTION**

(a) if there are no employees in the Assistant Operator classification who have completed all four phases of the training program, the senior unqualified Operator in the classification will be promoted on a temporary basis to the #2 Operator classification until the employee completes the program. However, should the employee fail any phase in the prescribed 12-month period, the employee will then return to the Assistant Operator classification at the earned training rate and will be by-passed for future permanent promotions until the employee has completed the failed phase of the program.

(b) If there are no employees in the #2 Operator classification who have completed all four phases of the training program, the senior unqualified employee will be promoted, on a temporary basis to the next higher classification until the employee completes the training program. However, should the employee fail any phase in the prescribed 12-month period, the employee will then return to the #2 Operator classification at the rate that the employee had prior to the promotion and will be by-passed for future permanent promotions until the employee has completed the failed phases of the program.

(c) Where an operator who has completed the training program in one area enters another area and completes the training program in the new area, such completion will not permit the transferred operator to by-pass a more senior unqualified operator in the new area who is in phase in the employee's training for future permanent promotions.