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**COLLECTIVE
BARGAINING
AGREEMENT**

BETWEEN

**PETRO-CANADA
LUBRICANTS CENTRE
MISSISSAUGA, ONTARIO**

AND

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION

LOCAL 593

EFFECTIVE DATE: FEB. 1, 1997 TO JAN. 31, 2001

02340(00)

MEMORANDUM OF AGREEMENT,
MADE IN SEXTUPLE, THIS 23rd DAY OF
JUNE, 1998.

BY AND BETWEEN:

PETRO-CANADA (HEREIN ACTING WITH RESPECT ONLY
TO ITS LUBRICANTS CENTRE, MISSISSAUGA, ONTARIO)
HEREINAFTER REFERRED TO AS "THE COMPANY"

OF THE FIRST PART;

AND

COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION, MISSISSAUGA, ONTARIO LOCAL 593, HEREINAFTER REFERRED TO AS "THE UNION"

OF THE SECOND PART;

	Page
Article 1	Recognition..... 3
Article 2	Hours of Work..... 4
Article 3	Rates of Pay..... 6
Article 4	Overtime..... 8
Article 5	Holidays..... 11
Article 6	Vacation with Pay..... 12
Article 7	Seniority..... 13
Article 8	Training..... 15
Article 9	Vacancies & Promotions..... 16
Article 10	Reducing Forces & Layoff..... 18
Article 11	Discipline & Grievance..... 20
Article 12	Leave of Absence..... 22
Article 13	Safety & Health..... 23
Article 14	Bulletin Boards..... 24
Article 15	Strikes & Lockouts..... 24
Article 16	Check-off..... 25
Article 17	General..... 25
Article 18	Modification, Renewal & Termination..... 26
Signature Page.....	27
Appendix "A"	Declaration - To Become or Not to Become Member of Union..... 28
Appendix "C"	Line of Promotion Chart..... 29
Appendix "D"	Rates of Pay..... 31
Appendix "E"	Letters of Agreement, Undertaking & Understanding..... 37
Appendix "F"	Operating Departments Training Programs & Rate Progression..... 95

ARTICLE 1 - RECOGNITION

- 1.01 The Company recognizes Communications, Energy and Paperworkers Union, CLC, Mississauga Plant, Local 593, as the exclusive collective bargaining agent for all employees of the Company working at the Mississauga Plant, save and except forepersons, persons above the rank of foreperson, 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 Communications, Energy and Paperworkers 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), 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:

Effective February 1, 1997

- a) \$.046 per hour for hours worked between 8:00 a.m. and 4:00 p.m.
- b) \$0.96 per hour for hours worked between 4:00 p.m. and midnight
- c) \$1.65 per hour for hours worked between midnight and 8:00 a.m.

February 1, 1998

- a) \$0.47 per hour for hours worked between 8:00 a.m. and 4:00 p.m.
- b) \$0.99 per hour for hours worked between 4:00 p.m. and midnight
- c) \$1.70 per hour for hours worked between midnight and 8:00 a.m.

February 1, 1999

- a) \$0.48 per hour for hours worked between 8:00 a.m. and 4:00 p.m.
- b) \$1.02 per hour for hours worked between 4:00 p.m. and midnight
- c) \$1.75 per hour for hours worked between midnight and 8:00 a.m.

February 1, 2000

- a) \$0.49 per hour for hours worked between 8:00 a.m. and 4:00 p.m.
- b) \$1.05 per hour for hours worked between 4:00 p.m. and midnight
- c) \$1.80 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 (a) 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 their 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.

The schedule prepared for all other categories not covered by the foregoing and including workers employed in Lubplex, 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 on days off by individual arrangement provided:

There is adequate qualified shift coverage.

(a) Written consent of Supervisor or Foreperson is obtained in advance.

(b) No additional cost or penalty shall be paid by the Company.

(c) In the case of a restriction on Mutuals, a Supervisor or Foreperson must justify a denial of a Mutual agreement. Any disputes will be resolved between the Union Steward, the Employees and the Supervisor.

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 of 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:

Effective February 1, 1997

- a) Hours worked between 4:00 p.m. and midnight - \$0.96 per hour
- b) Hours worked between midnight and 8:00 a.m. - \$1.65 per hour

February 1, 1998

- a) Hours worked between 4:00 p.m. and midnight - \$0.99 per hour
- b) Hours worked between midnight and 8:00 a.m. - \$1.70 per hour

February 1, 1999

- a) Hours worked between 4:00 p.m. and midnight - \$1.02 per hour
- b) Hours worked between midnight and 8:00 a.m. - \$1.75 per hour

February 1, 2000

- a) Hours worked between 4:00 p.m. and midnight - \$1.05 per hour
- b) Hours worked between midnight and 8:00 a.m. - \$1.80 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.

- 3.0 Employees who are given the responsibilities of an Assistant Operations Shutdown Co-ordinator, Shutdown-sub Foreperson, to assist in Training Program development and those who are assigned to "Special Assignment by the current selection process", will receive a premium of 10% of the top rate in their respective departments while the employee is so engaged. In the Maintenance Department a premium of 10% of the Mechanic 1 rate will be paid. Special Assignments similar in nature to those identified in nature to those identified in Articles 3.09 or 3.10 will be paid the appropriate premium.
- 3.09 Employees who are given the responsibilities of a Safety Co-ordinator, Foreperson or to act as training instructors will receive a premium of 12% of the top rate in their respective department while the employee is so engaged. In the Maintenance Department a premium of 12% of the Mechanic 1 rate will be paid.
- 3.10 Employees who are given the responsibilities of an Operations Shutdown Co-ordinator, Shutdown Foreperson, Lab Supervisor, Shift Coordinator, or Operations Coordinator will receive a premium of 15% of the top rate in their respective department while the employee is so engaged. In the Maintenance Department a premium of 15% of the Mechanic 1 rate will be paid.

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.

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

- 4.02 If an employee, or anyone delegated by the employee, does not advise the Supervisor or Shift Coordinator 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.f 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 Coordinator 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 Foreperson. 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 (a) All employees who work more than one hour but less than two hours overtime continuous with their regular hours will be provided with a meal voucher for redemption at the Company cafeteria.

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, or, at the employee's option a meal voucher for redemption at the Company cafeteria or \$10.00 on the employee's pay cheque.

(b) Employees who are called in to work three or more hours overtime on a scheduled day of rest without prior notice, will be supplied with a meal, or at the employee's option, a meal voucher for redemption at the Company cafeteria or \$10.00 on the employee's pay cheque.

Should the employee be required to work eight or more hours overtime, a second meal will be supplied, or, at the employee's option, a meal voucher for redemption at the Company cafeteria or \$10.00 on the employee's pay cheque.

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 When a day worker is changed to a regular, scheduled rotating shift job, the employee will be paid double time for the employee's first regular scheduled 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;
- (9) 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

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 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 holiday 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

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:

Observance of the recognized holidays by all other workers employed in the Lubeplex, Stores, Asphalt Barrel House, Tank Car Loaders, the Facilities 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.

(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 19th anniversary of continuous service occurs, and annually thereafter.

As of January 1, 1998:

- (c) Five scheduled working weeks in the calendar year in which their 18th 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.

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.

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. 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 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.

7.06 In a job classification which requires both day workers and shift workers, the employee(s) with the greatest departmental seniority will have the option of choosing the day work, provided the employee has the necessary qualification to perform the work.

7.07 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.
- (e) Employees on Workers' Compensation during the previous month.

7. 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 Coordinator 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 Employees on special assignment of a training nature may find that flexibility in the working hours will assist in accomplishing the task, the premiums normally provided 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 Lubeplex Department will be subject to the terms and conditions of the Lubeplex 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: one to Human Resources, one to the Union, one retained by the employee.
- (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 classifications until the vacancy is filled, unless such arrangement will not produce full coverage with employees having the necessary qualifications. This includes move up of employees who are partially qualified to fill a vacancy, as long as the vacancy was in the post they were qualified for. If such an 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. When this situation occurs it must be taken as a training opportunity. A relief employee may be assigned to the lowest rate of pay classification in the department.

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 vacancies will be filled with overtime as outlined in Article 4.01 of the Collective Agreement.

- (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 classification in the department based on qualifications and classification seniority. To be temporarily promoted in this situation the employee must be fully qualified in the classification to fill the temporary vacancy. 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. 4 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
- (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.

- (c) Severance pay for a partial year of service will be calculated on a prorated basis.

10.13 For the purpose of this Article, one weeks 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 Chairperson will be notified the working day prior to the meeting and may attend at the Chairperson'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 days 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 Foreperson. If the matter is not resolved by the Supervisor or Foreperson, 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 Foreperson, 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 Foreperson 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.

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 Communication, Energy and Paperworkers Union may be present.

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 Chairperson 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 Chairperson of the Unit Committee or Grievance Committee Chairperson 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 Lubricants Centre work areas will be maintained safe and healthy for all employees.

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. Facilities Joint Health and Safety Committee
 4. Lubplex Joint Health and Safety Committee
 5. Lab 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 subsidy of up to \$170 per year, increasing to \$180 per year effective February 1, 1999. 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.

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.

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:

- Change House
- Boiler House
- Laboratory
- Lubeplex (2)
- Maintenance Building
- Building Trades Shop
- Phoenix Control Room
- White Oils Control Room
- Pumping & Shipping Control Room
- Asphalt Control Room
- Asphalt Barrel House
- Stores
- Waste-water Treatment Plant Control Room

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 practices 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 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.

(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.

- 17.07 The Company agrees that employees covered by this Agreement shall, during the term of the said Agreement, be entitled to participate in all such benefit plans in accordance with their provisions, as are in effect for all the employees in general.

The Company further agrees that any changes or amendments that may be made to such plans during the lifetime of this Agreement, shall be made applicable to the employees covered by this Agreement.

- 17.08 The Parties agree to establish a Union Delegates process for the purpose of improving communication to all areas of the plant and assist the Union Executive in dealing with business and Union issues. The Delegates meet with the Union Executive once per month in the Plant on Company time for up to 2 hours. It is the responsibility of the Union to schedule the meeting, book the room and notify appropriate Members of Management for release. The detailed terms of reference for the Delegates process is outlined in the memorandum of settlement dated June 11, 1997.

ARTICLE 18 - MODIFICATION, RENEWAL AND TERMINATION

- 18.01 This Agreement shall become effective on the first day of February, 1997 and shall remain in full force and effect up to and including the 31st day of January, 2001.
- 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.

Agreed to this 11th day of June 1997.

FOR THE COMPANY

J. Quinn

J. Nyren

R. Major

P. Roche

G. Carruthers

A. Paulos

R. Alldritt

G. McClean

FOR THE UNION
CEP Local 593

B. Richard

D. Morgan

T. Moore

R. Waddell

B. Coe

G. Cunningham

R. Tutching

J. More - CEP National Rep.

APPENDIX "A"
PETRO-CANADA LUBRICANTS CENTRE
AUTHORIZATION TO DEDUCT UNION DUES

COMPLETE " A OR "B" (one only)

"A" I, the undersigned, hereby authorize Petro-Canada 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, C.E.P.U.

Signature _____ Date _____

"B" I, the undersigned, hereby notify Petro-Canada that I do not intend to become a member of Local 593, C.E.P.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 _____

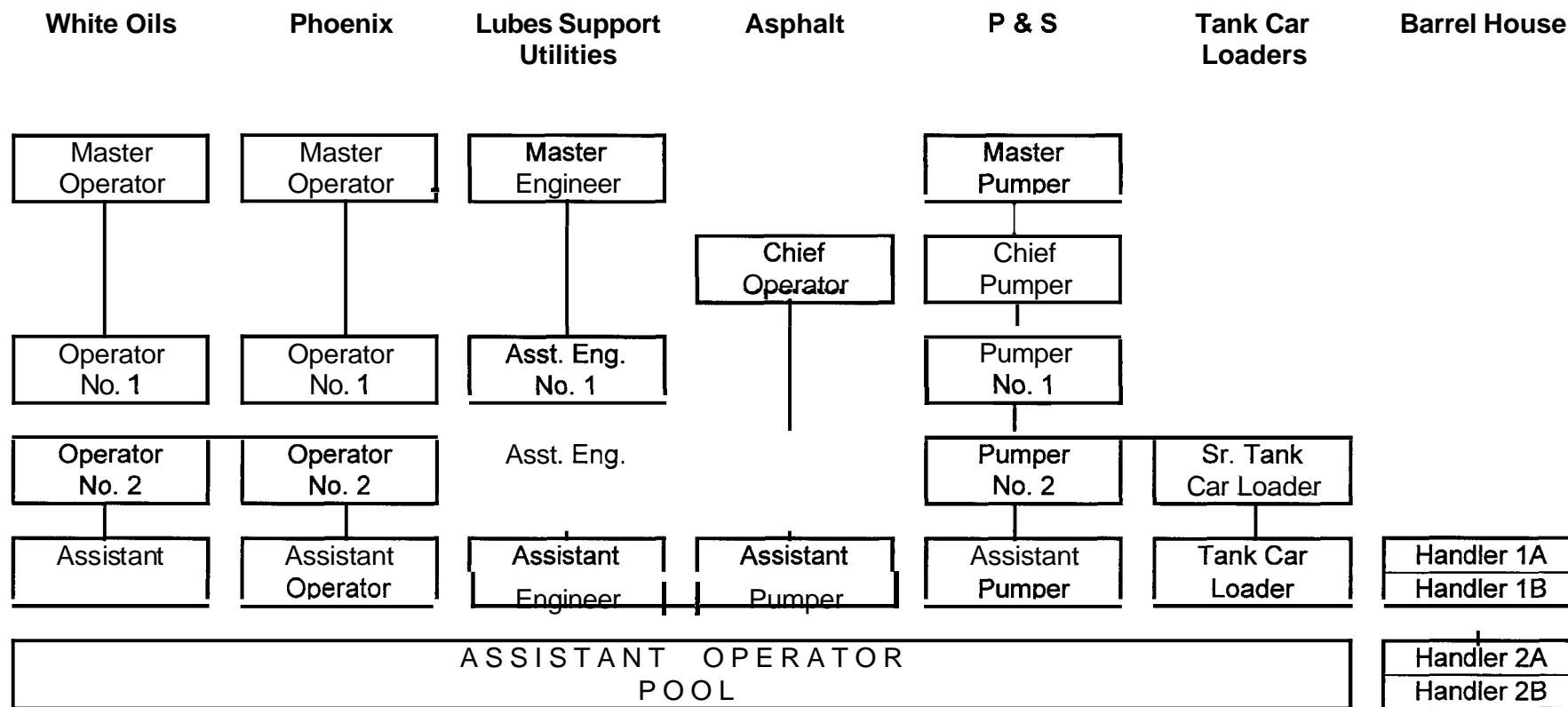
Printed Name _____

Address _____

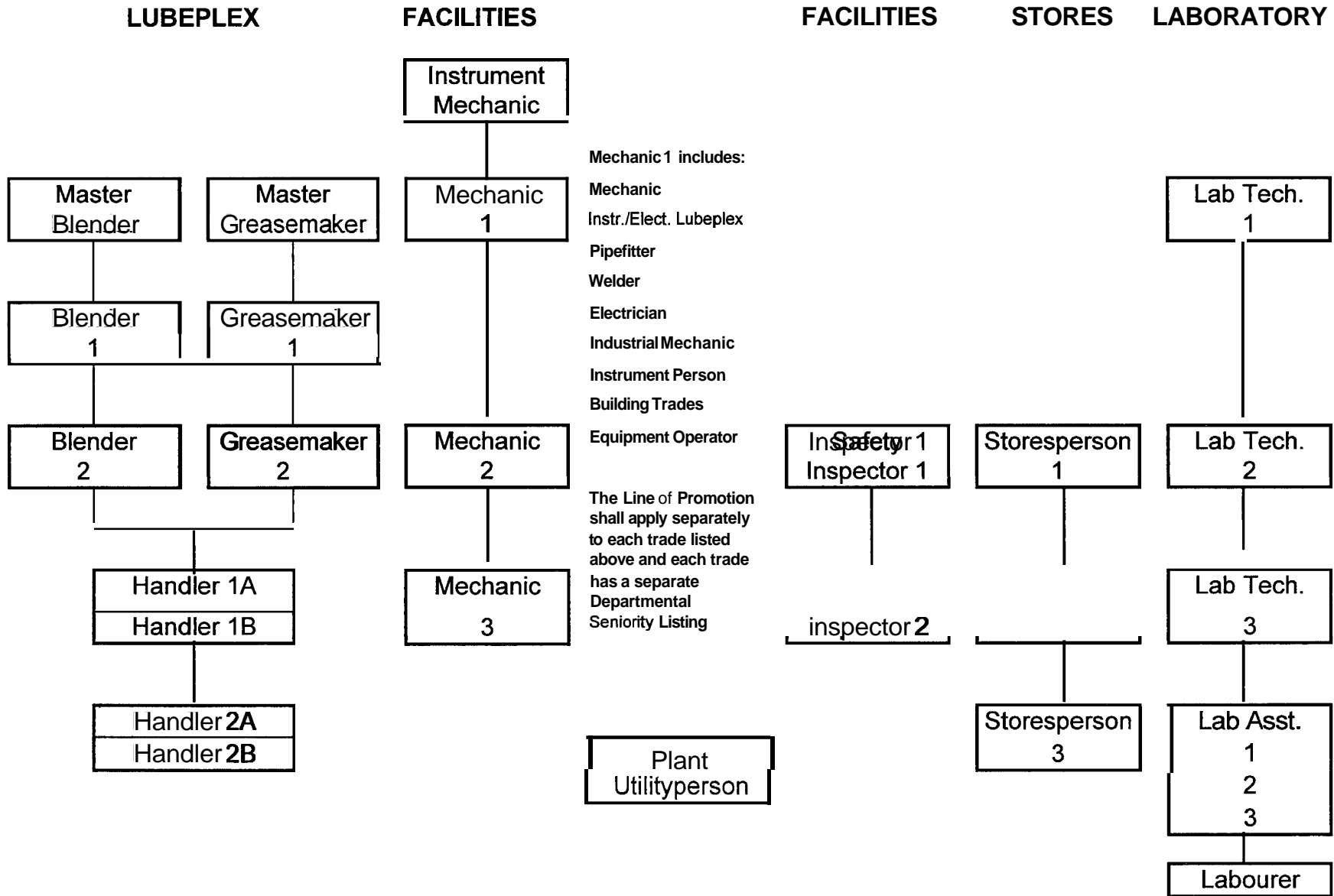
Telephone No. _____

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 Chairperson of the Local Union.

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



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



Schedule of Rates
Appendix "D"
Petro-Canada
Lubricants Centre, Mississauga

Classification	Feb. 1/97		Aug. 1/97		Feb. 1/98		Feb. 1/99		Feb. 1/2000
	3%	Adjustment	2% (O/T deal)*	Adjustment	3%	Adjustment	3%	Adjustment	3%
Instrument Technician	26.12		26.64		27.44		28.26		29.10
Mechanic#1 - Lubplex	26.38		26.91		27.72		28.55		29.41
Mechanic#1	26.02		26.54		27.34		28.16		29.00
Master Blender	27.14		27.68		28.51		29.37		30.25
Master Greasemaker	27.14		27.68		28.51		29.37		30.25
Blender#1	25.40		25.91		26.69		27.49		28.31
Greasemaker#1	25.40		25.91		26.69		27.49		28.31
Laboratory Technician #1	25.51		26.02		26.80		27.60		28.43
Tank Car Loader - Senior	23.65		24.12		24.84		25.59		26.36
Storeperson#1	21.88		22.32		22.99		23.68		24.39
Warehouser #1	23.54		24.01		24.73		25.47		26.23
Blender #2	23.54		24.01		24.73		25.47		26.23
Tank Car Loader - Phase #2	21.83		22.27		22.94		23.63		24.34
Laboratory Technician #2	21.83		22.27		22.94		23.63		24.34
Greasemaker#2	23.54		24.01		24.73		25.47		26.23
Safety Inspector#1	26.02		26.54		27.34		28.16		26.36
Mechanic#2	22.25		22.70		23.38		24.08		24.80
Laboratory Technician #3	20.58		20.99		21.62		22.27		22.94
Storeperson#2	19.97		20.37		20.98		21.61		22.26
Tank Car Loader - Phase #1	19.90		20.30		20.91		21.54		22.19
Handler 1A - Lubplex	20.26		20.67		21.29		21.93		22.59
Handler 1A ^	19.90		20.30		20.91		21.54		22.19
Safety Inspector#2	19.72		20.11		20.71		21.33		21.97
Mechanic#3	19.72		20.11		20.71		21.33		21.97
Laboratory Assistant #1	19.72		20.11		20.71		21.33		21.97
Storeperson#3	18.95		19.33		19.91		20.51		21.12
Handler#1B	18.90		19.28		19.86		20.46		21.07
Tank Car Loader - Phase #1A	18.90		19.28		19.86		20.46		21.07
Laboratory Assistant #2	18.74		19.11		19.68		20.27		20.88
Handler #2A	18.47		18.84		19.41		19.99		20.59
Laboratory Assistant #3	18.47		18.84		19.41		19.99		20.59
Plant Utilityperson **	18.47		19.50		20.09		20.69		21.31
Handler #2B	17.63		17.98		18.52		19.08		19.65
Tank Car Loader - New Hires	17.63		17.98		18.52		19.08		19.65
Labourer	17.63		17.98		18.52		19.08		19.65
Handler 1A Pool ^	21.06		21.48		22.12		22.78		23.46
(Fully Trained Bender 2/ Greasemaker 2)									

* one-time base increase of 2% in return for overtime reduction from 2 to 1.75 times the hourly rate. Rates will be reduced by 2% at the end of this agreement and overtime will return to 2 times hourly rate, unless otherwise agreed upon.

** Plant Utilityperson rate adjustment to \$18.58 as of ratification date.

Appendix "D"
Petro-Canada
Lubricants Centre, Mississauga

3%

Classification	Phoenix	Lubes Support Utilities	Asphalt	P & S	White Oils
Master Operator - Engineer-Pumper	\$28.11	\$28.11		\$28.11	\$28.11
Chief Operator Chief Pumper ^{^^^}			\$27.21	\$27.21	
#1 Operator	\$26.02	Asst. Eng.1 \$26.02		\$26.02	\$26.02
#2 Operator ^{^^} #2 Operator [^]	\$24.65 \$23.65	Asst. Eng.2 \$24.65 \$23.65	#2 Pumper \$24.65 \$23.65	\$24.65 \$23.65	\$24.65 \$23.65
Assistant Operator	\$23.65	Asst. Eng. \$23.65	Asst. Pumper \$23.65	Asst. Pumper \$23.65	\$23.65
Asst. Operator Ph.4	\$21.90	Asstt. Eng. Ph.4 \$21.90	Asst. Pumper Ph.4 \$21.90	Asst. Pumper Ph.4 \$21.90	\$21.90
Asst. Operator Ph.3	\$20.58	Asst. Eng. Ph. 3 \$20.58	Asst.Pump.Ph.3 \$20.58	Asst.Pump.Ph.3 \$20.58	\$20.58
Asst. Operator Ph.2	\$19.36	Asst. Eng. Ph. 2 \$19.36	Asst.Pump.Ph.2 \$19.36	Asst.Pump.Ph.2 \$19.36	\$19.36
Asst. Operator Ph.1	\$18.47	Asst. Eng. Ph. 1 \$18.47	Asst.Pump.Ph.1 \$18.47	Asst.Pump.Ph.1 \$18.47	\$18.47

[^] Permanently assigned to #2 Operator key and Lubricant Centre Operator Training Program not completed. Rate of progression is governed by the provision of Appendix "F" to this Agreement

^{^^} Assigned to #2 Operator key and Lubricants Centre Operator Training Program successfully completed.

^{^^^} For 12 months after appointment from #1 Pumper.

Appendix "D"
Petro-Canada
Lubricants Centre, Mississauga

August 1, 1997 *

Rate of increase = 2%

Classification	Phoenix	Lubes Support Utilities	Asphalt	P & S	White Oils
Master Operator - Engineer-Pumper	\$28.67	\$28.67		\$28.67	\$28.67
Chief Operator Chief Pumper ^{AAA}			\$27.75	\$27.75	
#1 Operator	\$26.54	Asst. Eng. 1 \$26.54		\$26.54	\$26.54
#2 Operator ^{^^} #2 Operator [^]	\$25.14 \$24.12	Asst. Eng. 2 \$25.14 \$24.12	#2 Pumper \$25.14 \$24.12	\$25.14 \$24.12	\$25.14 \$24.12
Assistant Operator	\$24.12	Asst. Eng. \$24.12	Asst. Pumper \$24.12	Asst. Pumper \$24.12	\$24.12
Asst. Operator Ph.4	\$22.34	Asst. Eng. Ph.4 \$22.34	Asst.Pump.Ph.4 \$22.34	Asst.Pump.Ph.4 \$22.34	\$22.34
Asst. Operator Ph.3	\$20.99	Asst. Eng. Ph. 3 \$20.99	Asst.Pump.Ph.3 \$20.99	Asst.Pump.Ph.3 \$20.99	\$20.99
Asst. Operator Ph.2	\$19.75	Asst. Eng. Ph. 2 \$19.75	Asst. Pump.Ph.2 \$19.75	Asst.Pump.Ph.2 \$19.75	\$19.75
Asst. Operator Ph.1	\$18.84	Asst. Eng. Ph. 1 \$18.84	Asst.Pump.Ph.1 \$18.84	Asst.Pump.Ph.1 \$18.84	\$18.84

* **one-time base increase of 2% in return for overtime reduction from 2 to 1.75 times the hourly rate. Rates will be reduced by 2% at the end of this Agreement and overtime will return to 2 times hourly rate, unless otherwise agreed upon.**

[^] Permanently assigned to #2 Operator key and Lubricant Centre Operator Training Program not completed. Rate of progression is governed by the provision of Appendix "F" to this Agreement.

^{^^} Assigned to #2 Operator key and Lubricants Centre Operator Training Program successfully completed.

^{^^^} For 12 months after appointment from #1 Pumper.

Appendix "D"
Petro-Canada
Lubricants Centre, Mississauga

February 1, 1998

Rate of increase = 3%

Classification	Phoenix	Lubes Support Utilities	Asphalt	P & S	white Oils
Master Operator - Engineer-Pumper	\$29.53	\$29.53		\$29.53	\$29.53
Chief Operator Chief Pumper ^{AAA}			\$28.58	\$28.58	
#1 Operator	\$27.34	Asst. Eng. 1 \$27.34		\$27.34	\$27.34
#2 Operator ^{^^} #2 Operator [^]	\$25.89 \$24.84	Asst. Eng. 2 \$25.89 \$24.84	#2 Pumper \$25.89 \$24.84	\$25.89 \$24.84	\$25.89 \$24.84
Assistant Operator	\$24.84	Asst. Eng. \$24.84	Asst. Pumper \$24.84	Asst. Pumper \$24.84	\$24.84
Asst. Operator Ph.4	\$23.01	Asst. Eng. Ph.4 \$23.01	Asst. Pump.Ph.4 \$23.01	Asst.Pump.Ph.4 \$23.01	\$23.01
Asst. Operator Ph.3	\$21.62	Asst. Eng. Ph. 3 \$21.62	Asst. Pump.Ph.3 \$21.62	Asst.Pump.Ph.3 \$21.62	\$21.62
Asst. Operator Ph.2	\$20.34	Asst. Eng. Ph. 2 \$20.34	Asst.Pump.Ph.2 \$20.34	Asst.Pump.Ph.2 \$20.34	\$20.34
Asst. Operator Ph.1	\$19.41	Asst. Eng. Ph. 1 \$19.41	Asst.Pump.Ph.1 \$19.41	Asst.Pump.Ph.1 \$19.41	\$19.41

[^] Permanently assigned to #2 Operator key and Lubricant Centre Operator Training Program not completed. Rate of progression is governed by the provision of Appendix "F" to this Agreement.

^{^^} Assigned to #2 Operator key and Lubricants Centre Operator Training Program successfully completed.

^{^^^} For 12 months after appointment from #1 Pumper.

Appendix "D"
Petro-Canada
Lubricants Centre, Mississauga

February 1, 1999

Rate of increase = 3%

Classification	Phoenix	Lubes Support Utilities	Asphalt	P & S	White Oils
Master Operator - Engineer-Pumper	\$30.42	\$30.42		\$30.42	\$30.42
Chief Operator Chief Pumper ^{AAA}			\$29.44	\$29.44	
#1 Operator	\$28.16	Asst. Eng. 1 \$28.16		\$28.16	\$28.16
#2 Operator ^{^^} #2 Operator [^]	\$26.67 \$25.59	Asst. Eng. 2 \$26.67 \$25.59	#2 Pumper \$26.67 \$25.59	\$26.67 \$25.59	\$26.67 \$25.59
Assistant Operator	\$25.59	Asst. Eng. \$25.59	Asst. Pumper \$25.59	Asst. Pumper \$25.59	\$25.59
Asst. Operator Ph.4	\$23.70	Asst. Eng. Ph.4 \$23.70	Asst.Pump.Ph.4 \$23.70	Asst.Pump.Ph.4 \$23.70	\$23.70
Asst. Operator Ph.3	\$22.27	Asst. Eng. Ph. 3 \$22.27	Asst.Pump.Ph.3 \$22.27	Asst.Pump.Ph.3 \$22.27	\$22.27
Asst. Operator Ph.2	\$20.95	Asst. Eng. Ph. 2 \$20.95	Asst.Pump.Ph.2 \$20.95	Asst.Pump.Ph.2 \$20.95	\$20.95
Asst. Operator Ph.1	\$19.99	Asst. Eng. Ph. 1 \$19.99	Asst.Pump.Ph.1 \$19.99	Asst.Pump.Ph.1 \$19.99	\$19.99

Appendix "D"
Petro-Canada
Lubricants Centre, Mississauga

February ■ 2000

Rate of increase = 3%

Classification	Phoenix	Lubes Support Utilities	Asphalt	P & S	White Oils
Master Operator - Engineer-Pumper	\$31.33	\$31.33		\$31.33	\$31.33
Chief Operator Chief Pumper ^{AAA}			\$30.32	\$30.32	
#1 Operator	\$29.00	Asst. Eng. 1 \$29.00		\$29.00	\$29.00
#2 Operator ^{AA} #2 Operator ^A	\$27.47 \$26.36	Asst. Eng. 2 \$27.47 \$26.36	#2 Pumper \$27.47 \$26.36	\$27.47 \$26.36	\$27.47 \$26.36
Assistant Operator	\$26.36	Asst. Eng. \$26.36	Asst. Pumper \$26.36	Asst. Pumper \$26.36	\$26.36
Asst. Operator Ph.4	\$24.41	Asst. Eng. Ph.4 \$24.41	Asst.Pump.Ph.4 \$24.41	Asst.Pump.Ph.4 \$24.41	\$24.41
Asst. Operator Ph.3	\$22.94	Asst. Eng. Ph. 3 \$22.94	Asst.Pump.Ph.3 \$22.94	Asst.Pump.Ph.3 \$22.94	\$22.94
Asst. Operator Ph.2	\$21.58	Asst. Eng. Ph. 2 \$21.58	Asst.Pump.Ph.2 \$21.58	Asst.Pump.Ph.2 \$21.58	\$21.58
Asst. Operator Ph.1	\$20.59	Asst. Eng. Ph. 1 \$20.59	Asst.Pump.Ph.1 \$20.59	Asst.Pump.Ph.1 \$20.59	\$20.59

^A Permanently assigned to #2 Operator key and Lubricant Centre Operator Training Program not completed. Rate of progression is governed by the provision of Appendix "F" to this Agreement

^{AA} Assigned to #2 Operator key and Lubricants Centre Operator Training Program successfully Completed.

^{AAA} For 12 months after appointment from #1 Pumper.

APPENDIX "E"

LETTER OF AGREEMENT

INDEX

OPERATIONS LETTERS OF AGREEMENT

1. Memorandum on 12-Hour Shift Schedule
2. Operations Department Hours of Work
3. Payment of Compressor Tickets
4. Interpretation of Article 9.10(a) of the Collective Agreement as to when the Vacation Schedule is set.
5. Interpretation of Article 4.11, Shift Change.
6. Tank Car Loaders Gold Circling
7. Banked Statutory Holidays
8. Christmas Holiday Coverage
9. Operations Department Overtime Distribution System
10. Memorandum on Asphalt Barrel House Training Program
11. Asphalt Review Committee
12. Memorandum on Tank Car Loaders Training Program
13. Joint Letter re Phoenix Staffing
14. Phoenix Staffing - Process

FACILITIES DEPARTMENT LETTERS OF AGREEMENT

15. Memorandum on Implementation of Facilities Department Overtime Distribution System
16. Overtime Distribution for Assigned Maintenance Employees at the Lubplex
17. Settlement of Maintenance Issues
18. Clarification of Shutdown Period described in Settlement of Maintenance Issues.
19. Facilities Department Meals
20. Maintenance Modified Work Week (M.M.W.W.)

LUBEPLEX LETTERS OF AGREEMENT

21. Blender Greasemaker Employee Re-assignment
22. Third Shift in Lubeplex
23. Handler - Job Re-Election
24. Clarification Re: Lead Hand Guidelines
25. Lubeplex Memorandum
26. Lubeplex Double Shifts

LABORATORY LETTERS OF AGREEMENT

27. Laboratory Overtime Guidelines
28. Laboratory - Hours of Work
29. Laboratory Altered Hours of Work
30. Relocation of Laboratory Technicians

LETTERS OF AGREEMENT - GENERAL

31. Rate Protection
32. Employment Security
33. Safety, Health and Industrial Relations Training Fund
34. Interdepartmental Bumping
35. Rehiring
36. Company Related Training Sessions
37. Employee Training & Development
38. Health & Safety Training Courses - Compensation
39. Natural Work Breaks
40. Safety and Health Investigation Procedure
41. Memorandum Re: Employment/LTD
42. Interpretation of Article 4.04 - Stand off time

- 4. Clarification Re: Premium Pyramiding
- 44. Overtime for Temporary reassignments to Operating Department and Lubplex
- 45. Special Assignments
- 46. Harassment Prevention
- 47. Commitment to Petro-Canada Employees
- 48. Commitment to Workers Health & Safety
- 49. WCB Benefits Level
- 50. CEP Temporary Employees
- 51. Relationship Objective
- 52. Establishment of a Joint Accommodation Committee
- 53. CEP / Petro-Canada Downstream Advisory Committee
- 54. Base Earnings / Overtime Rate Initiative

LETTERS OF AGREEMENT - UNION

- 55. Clarification of Article 11.18 - Leave for Unit Chairman
- 56. Proposal for Union to have access to Office Space
- 57. Union Involvement in Health and Safety
- 58. Request for Union Leave

Accepted and agreed this 11th day of June, 1997.

LOCAL 593, C.E.P.

PETRO-CANADA PRODUCTS

Per: _____
 B. Richard
 Unit Chairman

Per: _____
 G. McClean
 General Manager
 Lubricants Centre

(1)

LETTER OF AGREEMENT

MEMORANDUM ON 12-HOUR SHIFT SCHEDULE

This memorandum is to be read in conjunction with the principal Collective Bargaining Agreement between Petro-Canada Products, Lubricants Centre and Communications, Energy and Paperworkers 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:

Effective February 1, 1997

a) Hours worked between 7:30 a.m. and 7:30 p.m.- \$0.64 per hour

b) Hours worked between 7:30 p.m. and 7:30 a.m.- \$1.42 per hour

Effective February 1, 1998

a) Hours worked between 7:30 a.m. and 7:30 p.m.- \$0.66 per hour

b) Hours worked between 7:30 p.m. and 7:30 a.m.- \$1.46 per hour

Effective February 1, 1999

a) Hours worked between 7:30 a.m. and 7:30 p.m.- \$0.68 per hour

b) Hours worked between 7:30 p.m. and 7:30 a.m.- \$1.50 per hour

Effective February 1, 2000

a) Hours worked between 7:30 a.m. and 7:30 p.m.- \$0.70 per hour

b) Hours worked between 7:30 p.m. and 7:30 a.m.- \$1.55 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 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 (a) All employees who work more than one hour but less than two hours overtime continuous with their regular hours will be provided with a meal voucher for redemption at the Company cafeteria.

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, or, at the employee's option a meal voucher for redemption at the Company cafeteria or \$10.00 on the employee's pay cheque.

- (b) Employees who are called in to work three or more hours overtime on a scheduled day of rest without prior notice, will be supplied with a meal, or at the employee's option, a meal voucher for redemption at the Company cafeteria or \$10.00 on the employee's pay cheque.

Should the employee be required to work eight or more hours overtime, a second meal will be supplied, or, at the employee's option, a meal voucher for redemption at the Company cafeteria or \$10.00 on the employee's pay cheque.

- 4.11 Doubletime 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 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.

(2)

LETTER OF AGREEMENT

OPERATIONS DEPARTMENT HOURS OF WORK

February 17, 1995.

This agreement is intended to change the Operations Department's hours of work, shift schedule and incorporate training in the schedule at straight time.

Effective February 27th, 1995, and continuing for a trial period which shall expire December 31, 1996, the following shall apply:

- 1) The schedule for normal operations shall be:

3 successive days of work followed by 3 days off shift
3 successive nights of work followed by 6 days off shift
- 2) Given that this schedule is a 15 day cycle of 12 hour shifts, totalling approximately 1751 hours of work, it is understood that 192 hours will be scheduled back into the shift cycle on the aforementioned days off shift at straight time in the current calendar year.
- 3) Employees who are absent from shift for an extended period of time will have their training hours reduced by a prorated formula of 16 hours per month.
- 4) Single training days will be scheduled:
 - i Outside the summer months of July and August and no later than December 15th.
 - ii Monday to Friday
 - iii Primary Training day will be the first day after the day shift work week
 - iv Secondary Training day will be the first day before the day shift work week
- 5) Training days will not be used for shift coverage.
- 6) Employees will have the ability to reschedule training that is offered on more than one occasion in the year in consultation with the Training Centre.
- 7) Effective February 1, 1996, the training mandate will be determined by the production area team.
- 8) Vacations will take preference over training and training hours that fall within an employee's vacation period will not count against an employee's hours of vacation time entitlement.
- 9) Missed training on mandatory topics will be made up at straight time in the current calendar year.

- 17 Where the opportunity for a banked Statutory Holiday exists as per Letter of Agreement #7, a banked statutory holiday may be utilized for a training day on which an optional topic is scheduled as per the guidelines of Letter of Agreement #7.
- 11) In consideration of the above and Article 2:01, the Company agrees to balanced pay periods with the appropriate shift differential as stated in Letter of Agreement #1.
- 12) Should any new or existing legislation regulate overtime premiums in excess of those provided for in this Letter of Agreement, the Company may revert to the current shift schedule provided for in Letter of Agreement 1, in the current collective agreement
- 13) Either party may revert to the current shift schedule provided for in Letter of Agreement 1, in the current collective agreement by providing 60 days written notice to the other party.
- a) All employees affected by the implementation of this Letter of Agreement, shall revert to their previously established positions within the current schedule upon cancellation of said Letter of Agreement by the Parties.

The parties agree that this agreement is entered into for their mutual benefit, in a continuing effort to improve the efficiency of the operation and their relationship.

It is anticipated that issues may arise and in their effort of continued co-operation and good faith, the parties agree to form a committee to implement and administer the schedule and resolve issues as they arise.

CLARIFICATION RE OPERATIONS DEPARTMENT HOURS OF WORK

To effectively implement the New Shift Schedule specified in the Letter of Agreement dated **February 17, 1995**, the parties agree that it is in their mutual best interests to maintain the necessary skills in the Operations Department that are resident in the Operations pool.

Notwithstanding Article 9:00 of the Collective Agreement, and coincident with the acceptance of the New Shift Schedule, it is therefore agreed that the Operations pool employees will be canvassed and asked their preference where they wish to work, and where possible, the results, along with qualifications and seniority, will contribute to the formation of the new **shifts**.

(3)

LETTER OF AGREEMENT

PAYMENT OF COMPRESSOR TICKETS

**1994
revised, 1997**

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

In addition, the Company agrees to reimburse the Operators in Phoenix and White Oils the renewal fee when it becomes due.

(4)

AGREEMENT BETWEEN LOCAL 593, COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION, AND PETRO-CANADA PRODUCTS, LUBRICANTS CENTRE, MISSISSAUGA, 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.

(5)

LETTER OF AGREEMENT

RE: INTERPRETATION OF ARTICLE 4.11, SHIFT CHANGE

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 Facilities, Lubplex, Stores, Asphalt Barrel House and the Laboratory.
- f) An employee assigned for the purposes of training or replacing a Foreperson / Supervisor, will observe the salaried designated day schedule.

(6)

LETTER OF AGREEMENT

TANK CAR LOADERS GOLD CIRCLING

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 two employees presently in the Tank Car Loader Department (R. DiCarlo and W. Benazzi) 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.

(7)

LETTER OF AGREEMENT

RE: BANKED STATUTORY HOLIDAYS

Effective January 1, 1995 on a trial basis, banking of Statutory Holidays for twelve (12) hour shift employees will be permitted under the following guidelines:

1. Shift employees may bank holiday pay for the second through seventh statutory holidays of the year. The Statutory Holiday pay will be deferred accordingly.
2. The banked holiday will be taken at a mutually agreed date and the deferred payment will be made at that time.
3. Employees who wish to participate in the plan must notify their supervisor in writing by January 31st of each year.
4. Deferred payment for banked holidays which have not been taken prior to December 31, will be made to the employee by year-end.
5. The Company will not incur any overtime payment or additional cost due to banked holidays at time of scheduling.
6. A scheduled bank day can only be changed by mutual agreement.

(8)

LETTER OF AGREEMENT

CHRISTMAS HOLIDAY COVERAGE

November 6, 1995

The parties agree that employees who are offered overtime opportunities to cover employee vacation during the Christmas Holiday period (December 22 to January 2), and decline such opportunity, will not be credited as per the normal Operations Overtime Guidelines.

(9)

LETTER OF AGREEMENT

OPERATIONS OVERTIME OPPORTUNITIES DISTRIBUTION SYSTEM

Revised June 1997

Calculation of Total Hours

Total overtime hours are calculated as the actual overtime hours worked by the employee plus any credited hours.

Crediting of Hours

1. Hours are credited for all overtime opportunities for which an eligible employee was called and was not available. (Maximum 12 hours/shift; Maximum 24 hours/day).
2. Employees will be credited with hours that will bring the employee up to the average total overtime hours the employee is qualified for in the following circumstances:
 - a) when an employee becomes qualified in their new or next classification;
 - b) when an employee is permanently promoted;
 - c) when an employee changes areas.

Overtime qualified for averaging will be defined as the sum of the total hours in the classification divided by the number of employees in the classification on the date the averaging is done. These calculations exclude the employee who is being averaged. (See example #1).

3. When an employee is unavailable for more than the number of days stated in Article 9.10 for any reason other than vacation, the employee will be credited with the average total overtime hours the employee qualified for during the absence. (See example #2).

EMPLOYEES ARE ONLY CREDITED UP, NEVER DOWN.

Rolling System

Effective January 1, 1995, Operations will adopt a rolling overtime recording system in which at the end of each year the overtime hours (worked plus credited) for the low employee in each area will be subtracted from each employee's hours.

Employees who **will** be out of the system for more than the days stated in Article 9.10 for reasons here and after provided for in this document will be averaged in at year end. (December 31).

Eligibility

Employees are not eligible for overtime or for crediting of overtime hours:

- a) if working or training, scheduled off on a mutual, on Company/Union paid Union business, or scheduled off on a Statutory Banked Holiday, the shift of, the shift preceding, or the shift following the shift in which an overtime opportunity occurs;
- b) if on vacation, WCB, or Long Term Disability from the last shift worked until the first shift back (9.10b 21 days for WCB or LTD);
- c) if on compassionate leave or authorized leave from the time the employee is unavailable until the time the employee is available;
- d) if on special assignment from the first day of special assignment until the first shift back;
- e) if sick, from the shift they went off sick to the first scheduled shift worked.

Recording of Overtime Opportunity Worked and Credited

It is agreed that the recording of overtime opportunities worked and credited is to be updated by the Chief/Master operators on a shift by shift basis.

Area Overtime Guidelines

To give the system flexibility and allow for area preferences, each area will develop their own guidelines for administering the system in their areas. Under no circumstances can any area alter or modify the procedure or rules as agreed to in this document without Union/Management agreement.

Procedure for Cali-In Process

If more than one employee has an equal number of hours, the person with the highest departmental seniority will be called first.

- Step 1 Determine the classification in which the overtime exists as per the Collective Bargaining Agreement.
- Step 2 List and call all eligible employees, including permanent breakers, in the classification, in order of lowest overtime hours.
- Step 3 List and call all eligible qualified employees in order of lowest overtime hours.
- Step 4 Move the senior qualified employee on the shift up from the classification below the vacancy. Re-apply Step 4 as many times as possible.
- Step 5 Call employees scheduled off on a mutual (not creditable if refused).
- Step 6 Call employees scheduled off on vacation (not creditable if refused).
- Step 7 Hold any qualified employee over for six hours and call in any qualified employee six hours early.

Str 3 Contact Area Team Leader/Operations Co-ordinator for instructions.

NOTE: Disagreements re: distribution of overtime or crediting will be resolved with involvement of a Union Steward.

Examples

Example 1 for When an employee becomes qualified in their new or next classification: When an employee changes areas or departments.

Total hours for the classification = A

Number of people in the classification (minus the employee being averaged) = B

$$\text{Average: } \frac{A}{B} = C$$

Employees existing overtime hours in the area or previous area or department = D

New overtime hours = C or D, whichever is higher.

Example 2 for When an employee is unavailable for more than the number of days stated in Article 9.10 for any reason other than vacation.

Total classification overtime hours qualified for at start of absence = A

Total classification overtime hours qualified for at end of absence = B

Number of people in the classification (minus the employee being maintained) = C

$$\frac{B - A}{C} = D$$

Employees overtime hours at start of absence = E

New overtime hours for the employee = D + E

or E + Special Assignment overtime hours (whichever is greater).

Apply formula to each classification the employee is qualified in.

Final area total will come from the highest classification total.

Implementation t

It is agreed that this overtime distribution system will be implemented on January 1, 1995. This system will be reviewed with the mutual consent of the Union and Management when appropriate.

(10)

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.

(11)

**LETTER OF AGREEMENT
ASPHALT REVIEW COMMITTEE**

September 8, 1995

The Company and the Union agree to establish an Asphalt Review Committee whose task will be to review the implications of Central Region's decision to no longer manufacture Cutback Asphalt.

The recommendations of this Committee will not result in the loss of any bargaining unit person's employment. In the effort to efficiently implement the recommendations of this Committee the notification period as per Article 10.07 will be waived.

(12)

**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.

(13)

JOINT LETTER OF AGREEMENT

RE: PHOENIX STAFFING

To / A: Bulletin Boards
From / De: W.H. Carruthers / B. Richard
Date / Date: April 13, 1995
Subject / Objet: Phoenix Staffing

Further to our letter of April 10, 1995, we wish to announce that the Company and the Union have agreed to the following organizational structures in Area 3/Phoenix and the Pumping and Shipping department, to be put in place coincident with the start-up of the Phoenix unit in 1996.

Area 3/Phoenix

Master Operator
#1 Operator, #1 Operator (Board)
#2 Operator, #2 Operator
Assistant Operator

Pumping & Shipping

Master Operator
#1 Operator (Board)
#2 Operator, #2 Operator
Assistant Operator

The additional positions in Area 3 / Phoenix will be offered first to the operators who were displaced from Area 3, and remain in Lubricants Centre, as a result of the Size the Business Exercise in January 1994, on a seniority basis. This process was agreed to and ratified by the Union membership on April 12, 1995 and is expected to be complete by April 21. After that all the remaining vacancies in the Operations department will be bid and awarded as per the Collective Agreement.

It should be noted that these additional positions will bring the hourly Operation's staff count to 145. The senior management of the Products Division have placed a challenge on the Lubricants Centre to be a "Q1 Solomon" staff count of 138 by sometime in 1997. The method to achieve this is yet to be determined. We are announcing this only to give people as much information as possible when making decisions about where they wish to bid.

Also, in Lubplex, approval has been given to add one #1 Blender position and three #2 Blender positions at a date to be determined.

We will endeavor to provide further information as it becomes available.

(14)

LETTER OF AGREEMENT
PHOENIX STAFFING - PROCESS

April 19, 1995

The parties recognize that the staffing of the Phoenix operation with experienced process operators is in the best overall interests of both parties and the overall operation, and in view of the fact that Area 3 was downsized 15 months ago, the parties agree to the following:

- 1) The Line of Progression in "Phoenix" will be Assistant Operator, #2 Operator, #1 Operator and Master Operator.
- 2) Move-ups will be made in accordance with the Collective Agreement with the existing Area 3 / Phoenix personnel.
- 3) Operations positions will be offered to those operators at Lubricants Centre who were displaced from Area 3 during the S.T.B. exercise on a qualifications and seniority basis.
- 4) Should insufficient staffing exist after step (3), the remaining Operations (within Phoenix) positions will be posted in the normal manner.
- 5) Vacancies that exist after steps 3 and 4 have transpired will be filled via the normal posting procedure.

(15)

LETTER OF AGREEMENT

RBO FACILITIES DEPARTMENT OVERTIME DISTRIBUTION SYSTEM

Revised June 1997

Effective March 1, 1996 the parties agree to implement a simplified method of overtime distribution in the Facilities Department.

Developed through a joint "Relationship By Objective" Committee, the new system is self-compensating and administered by maintenance occupational employees. It is understood that overtime re-assignments will be approached in a cooperative manner by both parties, in the spirit of fostering and enhancing the relationship both parties are striving for.

The system that follows will replace "Letter of Agreement #15" of the Collective Bargaining Agreement. While not changing the original intent with respect to the removal of any specific clause.

A. ORDER OF ASSIGNING OVERTIME AND CALL-IN WORK:

- a.1 Craftsperson on the job, unless flagged.
 - a.1.1 When MIXED CREWS (pipefitters/welders, instrument/electrical, industrial mechanics/machinists) are working on a job and unexpected overtime arises on the job, the mixed crew will be considered as PERSON ON THE JOB.
- a.2 Lowest craftsperson on the craft overtime list.
- a.3 For call-in work, lowest craftsperson on the craft overtime list applies.
- a.4 Flagged craftspersons will be available to work overtime when all craftspersons lower on the overtime list have been given the opportunity.

B. OVERTIME RESTRICTIONS (FLAGGING):

- b.1 An employee will be overtime restricted (flagged), when his total hours are 75 hours greater than the employee with the lowest hours.
- b.2 An employee will be unflagged when the total hours decrease to 50 hours greater than the employee with the lowest hours.
- b.3 Employees who are flagged while on Special Assignment, Temporary Foreperson, Start-up or Job Commitment, Coordinator etc. will complete the Special Assignment etc. and any overtime associated with the assignment.

C. COMPANY REQUIREMENTS:

- c.1 Where a commitment is required, the Foreperson will **ask** for overtime, as per "ORDER OF ASSIGNING OVERTIME" detailed in section "A", and will by-pass anyone who

cannot meet the commitment. If sufficient coverage cannot be obtained then the Company may allow partial commitments. (e.g. vacation change, 3 days of a 4 day job, etc.) See clause C3.3 of Facilities Department Overtime System Administration Guidelines.

- c.2 Employee must be in the Mississauga OR Oakville Plant to be eligible for overtime. (excluding call-ins).
- c.3 Employees accepting Special Assignments, Temporary Foreperson Positions, Coordinators, etc., and Training Courses will not accept overtime that will interfere with the Special Assignment etc.
- c.4 New hires will not be eligible for call-in overtime until they become fully oriented and familiar with refinery operating procedures.

D. CALCULATION OF TOTAL HOURS:

- d.1 Total overtime hours are calculated as the actual overtime hours worked by the employee plus any charged.

E. CHARGING OF HOURS:

- e.1 All hours worked are charged.
- e.2 All hours refused are charged the number of hours worked.
- e.3 All absences are charged the number of hours worked, if your turn for an opportunity arises.
- e.4 New hires will be assigned “average overtime hours” for their department.

NOTE:

- a) Where multiple jobs are offered and refused the employee will be charged with the hours for longest duration job.
- a.1) Where multiple jobs are offered and refused within trade during call-ins the employee will get charged the maximum hours worked by any craftsperson in a 24 hour period. Up to a maximum of 16 hours.

AND/OR

- b) If we have to go through the list more than once, everyone will be charged with the maximum hours worked by one craftsperson. The last acceptance will be charged with the longest duration job minus the hours worked by the employee.

F. COMMITMENTS

- f1) Commitments will be for 1 to 7 days.

NOTE:

Employee accepting out of trade commitments can be bumped by an in trade employee returning from an absence provided that it does not disrupt the employees schedule the day of return and no additional shift change will be paid.

G. ADMINISTRATION:

- g.1 The overtime system will be administered by occupational employees.
- g.2 The overtime standings will be adjusted and posted daily.
- g.3 Supervision will be supplied with and use the most up-to-date overtime list available.
- g.4 At the end of every year the lowest employee's total hours will be subtracted from every employees total hours in the craft.

H. MEDICAL RESTRICTION:

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, but will be charged as if they were. However, these employees will be offered overtime if the following criteria are met:

- h.1 Overtime on the basis of "job continuation by the person on the job", or
- h.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
- h.3 When the entire trade group is assigned to supervised overtime.

I. FACILITIES DEPARTMENT OVERTIME SYSTEM ADMINISTRATION GUIDELINES:

For clarification purposes refer to the Facilities Department Overtime System Administration Guidelines".

(16)

LETTER OF AGREEMENT

OVERTIME DISTRIBUTION FOR ASSIGNED MAINTENANCE EMPLOYEES AT LUBEPLEX

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 Utilitypersons) 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.

(17)

LETTER OF AGREEMENT

SETTLEMENT OF MAINTENANCE ISSUES

1994

Revised 1997

For the duration of the Collective Agreement commencing February 1, 1997, the Company agrees to maintain a minimum complement of eighty-eight (88) Maintenance craftspersons with no decrease in the complement in each trade.

This letter is subject to the following undertaking by the parties:

- 1) The parties continue to participate in the R.B.O. process of resolving our differences.
- 2) The parties continue to strive to search for ways to improve the overall effectiveness of the Refinery and Lubplex.
- 3) Scheduling Fridays off out of scheduled Maintenance shutdowns.
In the event of permanent closure of all or part of the refinery, the parties will meet to discuss the impact on this letter.

(18)

LETTER OF AGREEMENT

**RE: CLARIFICATION OF SHUTDOWN PERIOD
DESCRIBED IN SETTLEMENT OF MAINTENANCE ISSUES**

February 3, 1995.

The parties agree that Section 3 of Letter of Agreement #17 of the Collective Agreement shall be applied as follows:

In any given year where a total shutdown of a major process area for planned maintenance and inspection work takes place, representatives of the Company and the Union will meet to identify the Earned Days Off that are scheduled to **fall** within that shutdown period.

These dates will then be rescheduled outside of the defined shutdown period, and taken at a time mutually agreeable to those employees affected and their supervisor, on an individual basis pursuant to their departmental vacation guidelines.

(19)

LETTER OF AGREEMENT

FACILITIES DEPARTMENT MEALS

The parties agree that, notwithstanding Article 4.06 of the Collective Bargaining Agreement, provision of overtime meals for Facilities Department day work employees working overtime continuous with their regular hours will normally be provided as follows:

- A meal will be provided in the Cafeteria at 4:30 p.m., or at the employee's option, \$10.00 on the employee's pay cheque.
- The meal will be available to all Facilities employees regardless of the length of overtime they may be required to work upon presentation of a meal voucher signed by their Foreperson.
- Employees who work beyond 7:00 p.m. will be paid for the half hour period from 4:30 p.m. to 5:00 p.m.
- Should employees be required to work past 10:00 p.m., a second suitable meal will be provided or at the employee's option a meal voucher for redemption at the Company cafeteria, or \$10.00 on the employee's pay cheque.
- Employees wishing to work through the 4:30 p.m. meal break may do so with the permission of their Foreperson provided the job they are working on is estimated to last less than two hours.
 - Should these employees work in excess of one hour overtime but less than two hours, they will receive a meal voucher for redemption at the Company cafeteria.

In the event that these employees work more than two hours overtime, a meal will be ordered through the Shift Coordinator.

- Notwithstanding the above, Facilities Department employees scheduled to work 10 hours daily during shutdowns shall not receive the meal provisions or any meal allowance unless they are required to work in excess of 10 hours.

(20)

LETTER OF AGREEMENT

MAINTENANCE MODIFIED WORK WEEK

December 1, 1995

The parties agree to implement the maintenance modified work week, as submitted by the M.M.W.W. committee. This agreement is viewed as one of the components to improve the efficiency and work environment of the maintenance department on our journey to become a world class lubricants facility.

MEMORANDUM ON MAINTENANCE MODIFIED WORK WEEK SCHEDULE

This memorandum is to be read in conjunction with the principal collective Bargaining Agreement between Petro-Canada Products, Lubricants Centre and Communications, Energy and Paperworkers Union, Local 593.

- 1) The M.M.W.W. (Maintenance Modified Work Week) will apply to all Maintenance employees with the exception of Maintenance- Lubplex employees.
- 2) The M.M.W.W. schedules will maintain an average of 37.33 hours per week over a one year cycle.
- 3) The Memorandum on Maintenance Modified Work Week will be for a one year trial period beginning January 1, 1996.
- 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 M.M.W.W. A 60 per cent minimum vote of all employees affected will be required for retention. A vote of less than 60 per cent 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 M.M.W.W. schedule or to revert to the 8 hour schedule.
- 6) Either party may terminate the M.M.W.W. schedule by providing the other party 60 days notice in writing.
- 7) 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 M.M.W.W. schedule:

ARTICLE 2 - HOURS OF WORK

2:02 The regular working day will begin at 7:30 a.m.

2:05 A day workers normal scheduled hours of work will average 37.33 hours per week over a 52 week period. On scheduled days of work, Monday to Thursday or Tuesday to Friday inclusive, the normal hours will be 7:30 am to 12:00 noon and 12:30 p.m. to 5:00 p.m.

The M.M.W.W. Schedule will consist of a split shift with most departments divided into 2 crews ('A' crew and 'B' crew).

The schedule will follow a 2 week cycle, comprising of 4 days work followed by 4 days of rest, 4 days of work followed by 2 days of rest.

All statutory holidays will be observed. Weeks with holidays will not follow this schedule or be included in the cycle.

2:10 Mutual change agreements between M.M.W.W. employees will adhere to the following rules:

1. No self mutuels.
2. Mutuels can only be done on Mondays and Fridays.
3. Mutuels will be done within same classification and same trade.
4. Mutuels will be worked and returned by only two people (no mutuels on mutuels).
5. When off on a mutual you are still considered available on the craft call-in list.
6. All mutuels will be authorized by Planning Department.

ARTICLE 4 - OVERTIME

4:04 A day worker, scheduled to work days, who performs work between the hours of 11:30 p.m. 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 employees shall not lose any scheduled time or pay because of this provision. The employees 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 schedule hours exclusive of the hours between 11:30 p.m. and 4:00 a.m. will be paid in accordance with the provisions of 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 9 hours of each period will be paid at straight time and all hours beyond nine 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. When special circumstances arise, the parties agree to discuss possible premium payment relief.

4:’ When a day worker’s schedule is changed by the Company, by either moving from ‘A’ crew to ‘B’ crew or ‘B’ crew to ‘A’ crew, the day worker will be paid double time for the first shift of the new schedule.

ARTICLE 5 - HOLIDAYS

5:04 Does not apply to Maintenance Modified Work Week. There are no ‘lieu days’.

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 the vacation pay shall be equivalent to the pay the employee would have received had the employee worked such scheduled working weeks.

Under this schedule, 3 weeks will be 13 days; 4 weeks will be 17 days; 5 weeks will be 21 days, and 6 weeks will be 25 days.

ARTICLE 17 - GENERAL

17:01 The Company will pay fortnightly on the Thursday following the closing day of the pay period, (a) which is 7:30 a.m., Monday.

Letter of Agreement (17) - 3

Will not apply to the M.M.W.W.

Letter of Agreement (19)

The parties agree that, notwithstanding Article 4:06 of the Collective Bargaining Agreement, provision of overtime meals for Maintenance Department day work employees working overtime continuous with their regular hours will normally be provided as follows:

1. A meal will be provided in the Cafeteria at 5:00 p.m.
2. The meal will be available to all Maintenance employees regardless of the length of overtime they may be required to work upon presentation of a meal voucher signed by their Foreman.
3. Employees who work beyond 7:30 p.m. will be paid for the half hour period from 5:00 p.m. to 5:30 p.m.
4. Should employees be required to work past 10:00 p.m., a second suitable meal will be provided or at the employees option a meal voucher for redemption at the Company Cafeteria.
5. Employees wishing to work through the 5:00 p.m. meal break may do so with the permission of their Foreman provided the job they are working on is estimated to last less than two hours. Should these employees work in excess of one hour overtime, but less than two hours, they will receive a meal voucher for redemption at the Company Cafeteria.

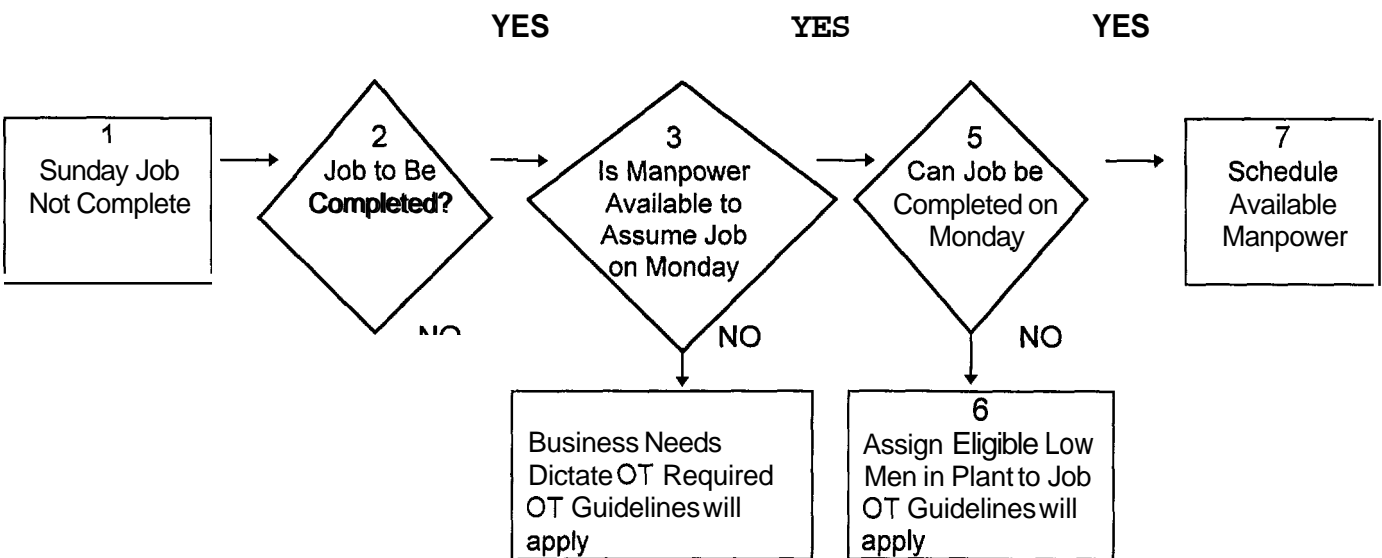
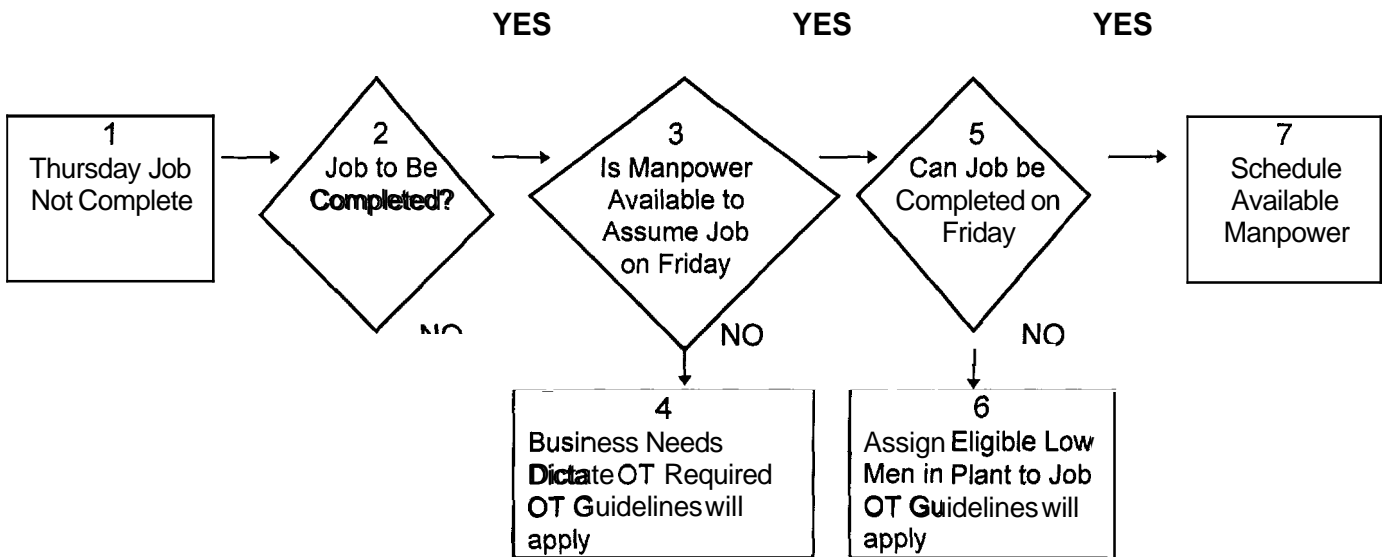
In the event that these employees work more than two hours overtime, a meal will be ordered through the Shift Superintendent.

Notwithstanding the above, Maintenance Department employees scheduled to work 10 hours daily during shutdowns shall not receive the meal provisions of any meal allowance unless they are required to work in excess of 10 hours.

Letter of Agreement (42)

Third paragraph should be changed to read as follows:

Day workers, scheduled to work days, who perform work between the hours of 11:30 p.m. 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.



(21)

LETTER OF AGREEMENT

BLENDER/GREASEMAKER REASSIGNMENT

The parties agree, notwithstanding Article 4.01 of the Collective Agreement, that the Company may assign work normally performed by these classifications among qualified employees in either classification provided the assigned work does not exceed one hour in duration.

(22)

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.

(23)

LETTER OF UNDERTAKING

RE: HANDLER OPTION

An employee who wishes to change functions will provide the foreperson 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.

(24)

CLARIFICATION

LEAD HAND GUIDELINES

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

Revised, 1997

(25)

LUBEPLEX MEMORANDUM

MEMORANDUM OF AGREEMENT

BETWEEN

**PETRO-CANADA INC.
LUBRICANTS CENTRE
MISSISSAUGA, ONTARIO**

AND

**COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION
MISSISSAUGA, ONTARIO
LOCAL 593**

TEAMS

The Lubeplex Operation will consist of six teams as follows:

Warehouse Team

Small Pack Team

Large Pack Team

Grease Team

Blending Team

Maintenance Team

HOURS OF WORK

1. The day shift for employees in the Lubeplex shall be from 7:00 a.m. to 3:00 p.m. The afternoon shift shall be from 2:50 p.m. to 10:50 p.m. with a 20 minute paid lunch and “natural work breaks” for both day and afternoon shift.
2. The 20 minute paid lunch shall be taken by employees when they are able to be relieved by another employee on the shift such that continuous uninterrupted production is maintained.
3. The “natural work breaks” shall be taken on a reasonable basis by employees during the shift when they can be relieved such that continuous uninterrupted production is maintained.
4. Article 2.06 of the Collective Agreement shall apply to any change in the aforementioned hours of work.
5. Each work team will look at ways of optimizing their respective operating efficiency.
6. If this process demonstrates that a change in the hours of work or flexible hours will prove helpful and beneficial to the team and the overall operation, the work team will submit a proposal to the Leadership Team for consideration and review for possible impact on other work teams, the business and the Refinery.

OVERTIME

1. Each work team will work and allocate overtime among themselves. In accordance with the Lubeplex Overtime Distribution Guidelines.

DAILY MANPOWER

1. Each work team will operate in a self-sufficient manner with the intent to minimize the transfer of personnel from team to team.
2. Work teams recognize that in shutdown and emergency situations, movement among work teams may be required.

VACATION

1. Work teams are responsible for scheduling their respective vacations.
2. Each team will ensure coverage sufficient enough to continue an efficient operation.
3. The summer vacation shutdown period will be reviewed annually by February 1 and those employees on work teams directly affected by the shutdown will be scheduled for vacation during that time.
4. Teams can allocate their vacation in any manner they wish.
5. In the event of a dispute over vacation selection, seniority will prevail.

SENIORITY

1. Each work team will ensure that team members are able to perform all jobs within the work team, thereby maintaining highest possible standards to ensure an efficient operation.
2. For training or retraining purposes, employees may be assigned to perform any task regardless of seniority.

VACANCIES

1. Will be filled as per current practice.
 - a) Vacancies less than 30 days (which require backfilling) --- The senior employee from the team that is affected will be asked if he/she would like to fill the vacancy. If no volunteers come forward, the junior person from the affected team will be assigned. This person will be on the bottom of the seniority list of the team he/she is assigned to. Further, while assigned for less than 30 days this person will remain eligible for O/T on their home team.
 - b) Vacancies longer than 30 days (which require backfilling) --- will be posted to allow all employees an opportunity to change teams for a temporary time. If no volunteers come forward, either the junior employee from the affected team can be assigned or if necessary a TEMPORARY employee may be hired. If a senior employee accepts the bid, he will be averaged in to the teams O/T. It is recognized that the obvious O/T opportunity would be the job designated by the team for "Outside team members to do". This person would also be on the bottom of the teams' seniority.
2. When a vacancy other than temporary occurs, it will be filled in accordance with Article 9.06.

GRESSI AND TRAINING

1. New hires into the Lubplex will be on a 120-day training, orientation and probation period. All new hires will receive the Handler 2 rate of pay during this period, irrespective of work

assignments. On successful completion of the 120-day probation period, promotion is in order to the Handler 1A classification.

2. Employees bidding into the Lubplex will receive the Handler 1A rate of pay and classification, and will be prohibited from signing a by-pass or bidding out until they have successfully completed the Handler 1 Training Program.
3. The Handler 1A training may include all Packaging Positions for Small Pack ,Large Pack, and Grease. Employees will be given three (3) months on each Packaging Team to successfully complete the program.
4. Employees promoted as per Article 9.06 in the Blending/Grease Manufacturing line of progression will receive the Blender/Greasemaker Breaker (\$20.45) rate of pay and classification. Promotion to Blender/Grease Maker 2 will be in order after successful completion of the #2 Blender/Grease Maker Training Program.
5. The first four weeks of the Blending Grease 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.
6. Employees shall be promoted to the back-up position (breaker) for the #1 Warehouse in accordance with Article 9.06 from the Handler 1A classification from the Warehouse Team at a rate of \$20.45.

The Lubplex Management and the Union will work together, through the Leadership Team to ensure any employee having difficulty be availed every opportunity to overcome any difficulties in learning the job skills required.

GENERAL

1. Practical Training in regards to teaching methods and testing will be established by an Advisory Committee consisting of two (2) Management and two (2) Union members delegated by the Union.
2. Employees who do not complete any phase in the time prescribed will be considered as failed the program. Refusal to write examinations or be tested will be recorded as a failure.

Notwithstanding the above, an employee may be given one (1) extension based upon a justifiable reason for not completing the particular phase within the time prescribed by the Advisory Committee.

for Petro-Canada

for C.E.P.U. Local 593

(26)

LETTER OF AGREEMENT

LUBEPLEX - DOUBLE SHIFTS

August 22, 1995

Further to the July 1995 Union / Management meeting, this signed agreement confirms that for safety reasons it has been decided that Lubeplex employees are not permitted to work two (2) consecutive double shifts.

Lubeplex employees will not be permitted to work more than 12 consecutive hours the day following a double shift (16 hours).

(27)

LETTER OF AGREEMENT

LABORATORY OVERTIME

1. All Laboratory overtime opportunities will be distributed by a daily overtime list.

Laboratory employees will be ranked lowest to highest according to total overtime hours worked. The list will display ranking number, employee name, current telephone number and hours worked. Ties will be broken by ranking the last person that worked higher on the list.

2. The Laboratory Supervisor or Delegate will request each person in turn, from the lowest to the highest ranked and continuing in that order as the overtime opportunities arise. An employee who accepts an overtime opportunity will be bypassed for other opportunities for that contract day (8:00 a.m. to 8:00 a.m. as per Article 2.02).

The Laboratory Supervisor or Delegate will make necessary notations to the overtime list (e.g. sick, vacation, foreman, or working) and pass it to the Shift Coordinator for call-ins.

All overtime requests will be made in person or by telephone at the employee's current telephone number.

3. When an employee is moved up to replace a Supervisor as per Article 3.09, they will be eligible to work overtime only as a last resort. This is effective from the start of the first day worked on the temporary assignment to the start of the first day back on their regular shift.

4. End of the year order will be carried over into the new year, all hours will be zeroed.

New entrants to the Laboratory Department will be assigned the same number of hours worked as the last person on the overtime list and will be ranked the highest.

5. Employees who accept an overtime period will work that period. If for any reason they find they cannot fulfill their responsibility they will notify the Shift Coordinator or Laboratory Supervisor.

6. This Memorandum will supersede the current Overtime Guidelines for Laboratory Overtime for a trial period of ninety (90) calendar days from signature by both parties. Should this new system prove unsatisfactory to either party, both parties agree to revert to the current Overtime Guidelines for Laboratory Overtime at the end of the trial period.

(28)

LETTER OF AGREEMENT

LAB HOURS OF WORK

The parties agree that the hours of work for the Laboratory employees may be modified such that the start and stop times will not coincide with the Collective Agreement, but such that the work day will not commence prior to 7:00 a.m., or extend beyond 4:30 p.m.

This Agreement will apply to those Laboratory personnel who volunteer to work these modified hours.

This Agreement will not result in any additional cost to the Company.

This Letter of Agreement will be reviewed bi-monthly by the parties with a view to continuing or terminating the Agreement.

(29)

LETTER OF AGREEMENT

LABORATORY ALTERED HOURS OF WORK

July 1994

Both parties agree to the following changes to the scheduled hours of work for Laboratory Technicians to become effective September 12, 1994:

- 1) Three Technicians will be scheduled to provide extended daily hours of Lab coverage 7 days a week (Monday through Sunday).
- 2) Six Technicians will be scheduled to provide extended daily hours of Lab coverage 5 days a week (Monday through Friday).
- 3) The remaining Technicians will continue to provide normal Lab coverage 5 days a week (Monday through Friday).
- 4) The Technicians have an opportunity to choose their work schedule, based on departmental seniority, until the allotments for each schedule have been filled. An opportunity to change their work schedule will be provided near the beginning of each calendar year.
- 5) The Parties agree to meet as the need may arise to ensure that the extended hours concept is working satisfactorily. In any event a formal review shall be conducted four and eight months after implementation. If a mutual resolution over continuation of extended hours of work cannot be met within 45 days, either Party has the option of returning to an 8-hour work schedule.

The following provisions will apply to laboratory personnel working extended daily hours:

ARTICLE 2 - HOURS OF WORK

- 2:01 The Technicians working extended hours will be scheduled to work three days a week. To maintain a 37.33 hour work week, each working day will be 12 hours, 26 minutes.
- 2.02 The regular working day will begin at 7:00 a.m. for the three Technicians covering Monday through Sunday; 7:30 a.m. for the six Technicians covering Monday through Friday.
- 2.03 The three Technicians covering Monday through Sunday will work a 3 week rotating schedule as shown for key 1, 2 & 3 in the attached work schedule "A".

The six Technicians covering Monday through Friday will work a 6 week rotating schedule as shown for key 4, 5, 6, 7, 8, & 9 in the attached work schedule "B".

- 2.04 The Technicians working extended hours will have to maintain continuous coverage in the control Lab and Lube Lab areas. Individuals will be expected to take breaks and eat lunch as the work load permits. Because of this requirement their lunch period will be included as part of their work day.

ARTICLE 5 - HOLIDAYS

5.01 The Technicians working extended hours covering Monday through Sunday will work statutory holidays and proclaimed days as required by their schedule. In the event that two Technicians are scheduled for a statutory holiday or proclaimed day, the individual with lowest departmental seniority will be scheduled to work, and the more senior Technician will normally have the day Off.

The Technicians covering Monday through Friday whose scheduled days of work fall on a statutory holiday or proclaimed day would normally have the day off.

All Technicians working extended hours whose scheduled days of work fall on a statutory holiday or proclaimed day, but were given the day off as described above, will have an opportunity to make up the time difference between the 8 hours holiday pay and the 12 hours 26 minutes that they were originally scheduled to work. This make-up time is to be scheduled during normal Lab hours by agreement between the employee and the Lab supervisor.

5.01 All Technicians working extended hours will be eligible to have eight
(ii) hours off with pay for every Statutory Holiday that occurs on their regularly scheduled day off for the balance of 1994. This (time off) shall be scheduled by mutual agreement between the supervisor and the employee involved.

Effective January 1, 1995 the provision outlined in Letter of Agreement 6 for Banking Statutory Holiday Pay will replace the above provisions.

5.01 The provisions of 5.01 (iii) will not apply.
(iii)

THE BIDDING PROCEDURE OF 12 HOURS WORK DAY IN THE LAB

- 1) Laboratory personnel will be asked in descending order based on Department Seniority, the "key" hours of work schedule they prefer, they may only select from schedule which is vacant.
- 2) If a person declines to choose from one or any one of the three schedules available to him/her when asked, for the purpose of this exercise, such person shall then be placed at the lowest Department Seniority position and may only be asked again when his / her turn arises.
- 3) Only the personnel who do not have a choice of each of the three "key" schedules and their hours of work do change from their present schedule shall receive double time for the first new assignment.

(30)

LETTER OF AGREEMENT

RELOCATION OF LABORATORY TECHNICIANS

November 15, 1994

The Laboratory Technicians relocated from Lubricants Center to the Research & Development Center, shall remain covered by the terms and conditions of the Collective Bargaining Agreement as if they remained at the Lubricants Centre.

(31)

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.

(32)

LETTER OF UNDERSTANDING
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.

(33)

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 C.E.P.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, 2001, all terms and conditions will continue to apply.

(34)

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.

(35)

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.

(36)

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 traveling expenses.

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

(37)

LETTER OF AGREEMENT

EMPLOYEE TRAINING & DEVELOPMENT

March 8, 1995

The Company and the Union jointly believe and agree in the principle of ongoing development and training of all our employees. To this end, it is the joint responsibility of employees and the Company to identify and address training and development needs and requirements.

The Company, in co-operation with the Union, are responsible for operating this business at the lowest possible cost (Operational Excellence) to minimizing cost while delivering maximum value, at the same time attempting to minimize interference with the employee's personal schedules and home life.

In the event travel time is required, arrangements will be discussed and agreed to in advance of the actual travel.

The Training Centre will establish a joint committee to address these issues should they arise.

(38)

LETTER OF AGREEMENT

HEALTH AND SAFETY TRAINING COURSES - COMPENSATION

October 21, 1992.

It is agreed between the parties that members of the Union who are Health and Safety Representatives will be compensated in the following manner while attending Level I and Level II Health and Safety training courses:

- 1) Representatives will be kept whole at their base rate while attending a course.
- 2) Upon successful completion of a course, employees will have any premium payment for course attendance calculated as follows:

(course hours attended minus hours released from work) x 2

Premium payment will be paid upon successful completion of the course.

- 3) Employees will have to work any make-up time incurred as a result of attending these courses. If the make-up time is less than 12 hours, it will be waived.
- 4) For shift workers, employees will be scheduled to attend these Health and Safety courses in the following order of preference:
 - i) Employee's Day off
 - ii) Employee's Day shift
 - iii) Employee's Night shift
- 5) This arrangement will be for a trial period that will expire coincident with the current collective agreement.
- 6) Both parties agree to co-operate to the fullest extent possible in every aspect of implementing this agreement.

(39)

LETTER OF AGREEMENT

NATURAL WORK BREAKS

July 4, 1995.

The parties agree that "Natural Work Breaks" will be taken at times when it is deemed efficient to do so, at appropriate times during and between jobs.

This is made with the intent to maximize efficiencies of the operation and as a result the "whistle" will remain practice at the start of the day, lunchtime and at the end of the normal work day only.

(40)

SAFETY AND HEALTH INVESTIGATION PROCEDURE

**June 22, 1988
revised, 1997**

1. In any Safety and Health Investigation meeting initiated by the Coordinator, Total Loss Management 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.

(41)

LETTER OF AGREEMENT

EMPLOYMENT / LTD

June 24, 1994

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.

(42)

LETTER OF AGREEMENT

RE: INTERPRETATION OF ARTICLE 4.04 - STAND-OFF TIME

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 Foreperson or Shift Coordinator 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 Foreperson 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 Foreperson, 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.

(43)

LETTER OF AGREEMENT

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.

(44)

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.

(45)

LETTER OF AGREEMENT

RE: SPECIAL ASSIGNMENTS

June 1997

The parties agree to keep Articles 3.08, 3.09, 3.10 in the Collective Agreement until December 31, 1997 at which time the articles may be removed at the Union's request. Should the Union exercise this option it has agreed to withdraw the Current "special assignment" grievance. This is premised on the commitment by both parties to work together to resolve the issues surrounding special assignments. The current grievance will be held in abeyance until December 31, 1997 as well in hopes that working through the issues will resolve this grievance.

LETTER OF AGREEMENT

HARASSMENT PREVENTION

June, 1997

Every employee has the right to work in an environment free of discrimination and harassment. This right includes the responsibility to eliminate harassment in our workplace, either as a participant or as an observer.

This statement of intent outlines the commitment of Petro-Canada Lubricants and CEP Local 593, Mississauga Bargaining Unit, to endeavor to provide a harassment free workplace and will act as a guide to employees in adhering to legal and social guidelines regarding the recognition and prevention of harassment.

This statement exists to underline the seriousness of workplace harassment and to establish that there is no acceptable level of harassment at Petro-Canada Lubricants Center. Employees who feel that they are being harassed are encouraged to seek protection through the appropriate policies and procedures.

Harassment Defined:

- I. Harassment is defined as a "course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome", that denies individual dignity and respect on the basis of the grounds such as : sex, disability, race, colour, sexual orientation or other prohibited grounds. At Petro-Canada Lubricants Center all employees are expected to treat others with courtesy and consideration and to discourage harassment.
- II. The workplace is defined as any Company facility and includes areas such as offices, shop floors, restrooms, cafeterias, lockers, conference rooms, and parking lots.
- III. Harassment includes, but is not limited to, the following examples:
 - A. Unwelcome remarks, jokes, innuendoes or taunting about another's body, attire, sex, disability, racial or ethnic background, or sexual orientation, etc., which cause awkwardness or embarrassment.
 - B. Displaying visuals of a sexual, racial, or otherwise offensive nature such as pornographic pictures, posters, cartoons, or simulation of body parts.
 - C. Leering(suggestive staring) or other gestures.
 - D. Unnecessary physical contact such as touching, patting, or pinching.
 - E. Sexual solicitation or advance made with implied reprisals, if rejected.
 - F. Refusing to work or share appropriate common facilities with another employee because of the other's sex, disability, sexual orientation, racial, religious or ethnic background or other prohibited grounds
 - G. Backlash or retaliation for the lodging of a complaint or participation in an investigation.

Harassment Is Not:

Respectfully & appropriately discharged supervisory responsibilities including disciplinary action, or conduct that does not interfere with a climate or understanding and respect for the dignity and worth of Petro-Canada employees are not considered harassment or discrimination. Neither is the statement meant to inhibit free speech or interfere with the normal social relations that are part of life in this organization.

(47)

LETTER OF AGREEMENT

COMMITMENT TO PETRO-CANADA EMPLOYEES

April 19, 1997

Petro Canada is committed to its employees. In the event that Permanent Full Time employees in other CEP represented Petro Canada plants are to be permanently laid off, the Company will work with the Union to review and assess the skills and qualifications of those employees who have applied for the vacant positions at the Mississauga Plant. Those applicants who meet the requirements of the vacant position will be afforded an interview before considering an applicant who has not previously worked for the Company. This commitment will not be construed as a guarantee of transfer or commitment for payment of relocation expenses.

(48)

LETTER OF AGREEMENT

COMMITMENT TO WORKERS HEALTH & SAFETY

To / A: Brian Richard **cc:**
From / De: Garry McClean
Date / Date: April 19, 1997 **Ref / Ref:**
Subject / **Commitment to Workers Health & Safety**
Objet:

Please find outlined the Company's commitment to your members concerns about changes to the Provincial Health & Safety Legislation. Should the Occupational Health & Safety Act that governs the Mississauga Plant remove the provision for a worker to refuse unsafe work or the requirement for a certified representative, it is agreed that the parties would jointly enter into discussions to develop their own process to afford employees the same protection as outlined in the above legislation. Any such process must of course meet any applicable legislative requirements. This is described in the Lubricants Health & Safety process document attached in the memorandum of settlement.

The letter will form part of the collective bargaining agreement between Petro Canada Lubricants and the Communications and Energy Paperworkers Union., Local 593, Mississauga Plant.

(49)

WCB BENEFIT LEVEL

To / A: Brian Richard **cc:**
From / De: Garry McClean
Date / Date: April 18, 1997 **Ref /**
Objet: **Workers Compensation** **Réf:**

In response to your concerns about changes to Workers Compensation Board (WCB) benefits level, I would like to provide you with the following assurance. In the event that the level of WCB benefits is reduced, the Company commits to continue the practice of topping up these benefits to 100% of an employee's base earnings for 52 weeks.

LETTER OF AGREEMENT

CEP TEMPORARY EMPLOYEES

June 1997

The parties recognize that the workload at the Lubricants Centre is constantly changing with the nature of our business. The parties therefore enter into this agreement to provide temporary workers to supplement the existing occupational workforce. The intention of this agreement is not to negate the services that other firms provide Petro Canada but rather to utilize a CEP temporary workforce as an efficient means of meeting our temporary staff requirements.

Handlers, Operators, & Non-Skilled Maintenance support:

- Temporary Support when required must be readily accessible through the offices of CEP. Local 593
- Temporary support must be competent and have the skills necessary to perform the work
- Temporary support in these areas will begin immediately

Maintenance Trades persons:

- CEP must provide appropriately qualified, ticketed trades people on reasonable notice
- Any failure to meet these commitments, the Parties will jointly enter into discussions regarding the continuation of this agreement for skilled trades.
- The Union will enter into providing skilled Trades persons April 1, 1996

Temporary employees will be multi-skilled and possess the flexibility to be re-assigned (should the need arise) to a variety of job functions, allowing these employees to easily integrate into the Petro-Canada work force.

These Temporary employees will be covered by specific terms and conditions of this Letter of Understanding and minimum standards of law.

1. A temporary employee is defined as an individual who is hired as a supplement to the existing occupational work force, to meet fluctuations in the normal staffing requirements.
2. These employees shall be hired for a defined duration and not to exceed 12 consecutive months from the date of hire (the "Term") The term may be extended for any temporary employee on an individual basis upon the mutual agreement between the Company and the Union.
3. The positions for temporary hire shall not be posted internally and the temporary employees shall be hired from outside the bargaining unit.
4. Each temporary employee shall be considered on probation period during their full term of employment. In addition, the Company may terminate a temporary employee at any time prior to the expiry of the term of Temporary Employment, upon providing the minimum notice or pay in lieu of notice as prescribed in the Ontario Employment Standards Act. (Easy In Easy Out philosophy) Notwithstanding temporary seniority identified in item 8 below.

5. The Company may reassign temporary employees to another department not to exceed one week's duration without affecting the employee's base rate of pay
6. Temporary employees shall not be eligible for and shall not participate in any Company benefit plans except Occupational and Travel Accident Insurance. CEP. Temporary employees shall however, receive a premium of \$3.00 per hour increasing their hourly rate.

Rates of Pay assigned to each temporary employee are listed in the following table:

Rates of Pay: Temporary Employees

Position	Base rate	Plus 3% at Feb. 1/97	Premium	Total Rate at Feb. 1/97	Plus 3% at Feb. 1/98	Total Rate at Feb. 1/98	Plus 3% at Feb. 1/99	Total Rate at Feb. 1/99	Plus 3% at Feb. 1/2000	Total Rate at Feb. 1/2000
Lubplex Handler	17.12	17.63	3.00	20.63	18.16	21.16	18.71	21.71	19.27	22.27
Operations	17.93	18.47	3.00	21.47	19.02	22.02	19.59	22.59	20.18	23.18
Barrel House	17.12	17.63	3.00	20.63	18.16	21.16	18.71	21.71	19.27	22.27
Tank Car Loader	17.12	17.63	3.00	20.63	18.16	21.16	18.71	21.71	19.27	22.27
Maintenance Skilled	21.60	22.25	3.00	25.25	22.92	25.92	23.60	26.60	24.31	27.31
Maintenance Unskilled	18.58	19.14	3.00	22.14	19.71	22.71	20.30	23.30	20.91	23.91
Facilities - Stores	18.40	18.95	3.00	21.95	19.52	22.52	20.11	23.11	20.71	23.71
Lab	18.19	18.74	3.00	21.74	19.30	22.30	19.88	22.88	20.47	23.47
Safety Inspector	19.15	19.72	3.00	22.72	20.32	23.32	20.93	23.93	21.55	24.55

This Feb. 1/97 increase will be retroactive for temporary employees who are actively employed at the time of ratification.

7. Temporary employees shall accrue seniority as a temporary employee on an accumulated basis on a separate "seniority" list by department. This seniority shall be used only for purposes of layoff rights where the absolute number of temporary employees is to be decreased in a specific department (Lubplex, Facilities, Production, Laboratory) Layoffs of temporary employees will be done by seniority within work group / work trade, retaining the most senior qualified employees. This temporary seniority will NOT cross departmental boundaries in the form of bumping rights. This in no way impacts the rights of the Company to terminate specific temporary employees for performance related or skill related issues as per item 4 in this Letter of Agreement.
8. Temporary Seniority does not accrue as seniority under the Collective Agreement for purposes of, but not limited to, Company recognized service, job bidding or bumping rights under the Collective Agreement. However, where a permanent vacancy in the bargaining unit exists which requires an external hire, the Company will pay for a pre-employment test and guarantee an interview for any temporary employees who may apply.
9. Temporary employees who have accumulated 12 months of service will be provided with a pre-employment test at the Company's expense, an initial interview, and if successful, included into an "Employment Pool". Should a permanent vacancy in the bargaining unit exist that requires external hiring, members of this "Employment Pool" will be guaranteed a second interview.
10. Temporary employees will be ineligible for overtime work unless insufficient numbers of employees have volunteered for the overtime assignment(s). The overtime rate of pay for temporary employees will be two times their hourly rate.
11. The Company will provide all temporary employees with applicable legislated training to allow them to perform their job function. Any training beyond this will be at the discretion of the Company.

12. Should it be necessary to reduce the regular full time work force, the Company and Union will discuss the potential for replacing Temporary employees with displaced full time employees.
13. The Company shall deduct and remit Union dues from the wages of temporary employees in accordance with Article 16 of the Collective Agreement.
14. Should a temporary employee, through the mutual agreement of the parties, be continuously employed beyond the 12 month period the employee shall receive a boot allowance of \$100.00.
15. It is recognized that these employees have access to the Grievance Procedure outlined in Article 11.07 - 11.18
16. It is agreed that if the Company uses CEP Temporary Employees to avoid filling any Permanent Full Time vacancy, the Union shall have the right to terminate this letter of agreement with 60 days notice in writing to the Company.

The Company and the Union will jointly review the terms and conditions of this Letter of Understanding on an ongoing basis. The parties will assess its longer term feasibility 12 months following the hiring of the first temporary employees. The Company and the Union recognize that unforeseen circumstances may arise with respect to the employment of temporary employees and are committed to discussing the resolution of any such circumstances in a spirit of cooperation.

The Letter of Understanding shall form a part of the Collective Bargaining Agreement between the Company and the Union which has a term from February 1, 1997 to January 31, 2001.

LETTER OF INTENT

RELATIONSHIP OBJECTIVE

April 19, 1997

The Union and the Company recognize that many factors, both internal and external, impact upon our ability to operate competitively in a global economy. We also acknowledge that in this rapidly changing economic and business environment, now, more than ever, requires a co-operative effort to protect and enhance Petro-Canada's competitive position and protect the economic well-being of all parties (the Company and its employees; the Union and its members). Toward this objective, we will encourage employees, with appropriate training, to utilize their full skill potential for effectiveness, flexibility, job satisfaction, and productivity improvements so that all stakeholders can share in the success of the business.

In order to promote and ensure to the greatest extent possible that this commitment is achieved through the Corporation, the Company and the Union agree to dedicate themselves to the principles of a co-operative "on-going partnership" that is characterized by open communications and trust. The parties agree to exert every effort to develop and maintain positive and effective Union-Management relationship to improve income security, employment opportunities, safety, reliability, efficiency and profitability.

The parties recognize that stable, continuous employment is a mutual interest and goal and jointly agree to utilize every practicable means to assure it within the constraints of competitive, economic, and legislative realities. The Company is committed to utilizing Petro-Canada employees to build our business and attain our vision to the fullest extent possible. Fundamental to achieving progress on workplace reorganization such as Business Process Redesign is the commitment of the parties that employee participation in such activities is vital and in our mutual best interests. Should any workplace re-organization initiatives lead to a reduction in the workforce, the Company and the Union agree to explore the following process, where possible, taking into account the qualifications of the employees to be affected:

1. Reductions in the contractors will take place provided qualified Petro-Canada employees demonstrate a willingness and desire to perform the work in question in an efficient and competitive manner.
2. Should further reductions be required, voluntary retirement will be offered to eligible employees whose employment is directly affected.
3. Should further reductions be required, voluntary termination will be offered to employees whose employment is directly affected.
4. Voluntary retirement will be offered to selected remaining eligible employees, where an appropriate employee whose employment is directly affected is available for appropriate backfill.
5. Voluntary termination will be offered to selected remaining employees on a first come first served basis so that employees, whose employment will be directly affected may be redeployed.
6. Should the above processes provide an insufficient amount of manpower reduction required for successful implementation of a workplace redesign initiative, the Company and the Union will

for more possible redeployment within the Company for those employees whose employment will be directly affected.

7. Should this process after all the above steps still not provide sufficient workforce reduction required to implement a workplace re-organization, the parties agree that layoffs may be necessary and this will be done in conjunction with the terms of the Collective Agreement or such other process that the parties agree will be in the best interests of the affected employees, the Union and the Company.

The parties recognize that if this commitment is encouraged and accepted as a process rather than a program, they will be more successful in positively changing our business and the way we work together and it will provide us with an immediate competitive advantage within our industry.

(52)

LETTER OF INTENT

ESTABLISHMENT OF A JOINT ACCOMMODATION COMMITTEE

June 1997

The Company and the Union recognize their joint obligation to co-operate in accommodating disabled employees and, where possible, facilitating their return to work in the bargaining unit. In accordance with this obligation, the parties agree to form a Joint Accommodation Committee consisting of 3 Management members and 3 Union members.

The Joint Accommodation Committee will meet as necessary to consider how the Company may best accommodate the return to work in the bargaining unit of a disabled employee. The Joint Accommodation Committee may make recommendations to the Company respecting the means by which a disabled employees' needs may be accommodated.

The parties agree that the Company shall retain the right to make the final assessment as to whether or not and how a disabled employee's needs can be accommodated, subject to the right of the Union to file a grievance.

The Company will provide the necessary education and resources to ensure the effectiveness of the Committee such as specific training for union members of the Committee through the Ontario Federation of Labour WCB Training Project.

(53)

LETTER OF AGREEMENT

CEP / PETRO-CANADA DOWNSTREAM ADVISORY COMMITTEE

June 1997

The parties agree to establish a joint CEP / Petro-Canada Downstream Advisory Committee which will include national and local representatives of CEP and Petro-Canada Management. The Committee is intended to provide a forum for dialogue on items of mutual interest, which may include, but are not limited to, employee benefits, business literacy, joint health and safety etc.

Representatives of each party will meet following ratification to begin discussions regarding terms of reference and timelines for this committee.

(54)

LETTER OF AGREEMENT

BASE EARNINGS / OVERTIME RATE INITIATIVE

June 1997

In the spirit of working together to meet the needs of both the Company and the Union at the Lubricants Centre, the parties have decided to pursue an innovative solution around increasing base earnings along with a reduction in the rate of payment for overtime work.

Through the process of understanding and developing this solution the parties recognize their mutual interests and the need to continue to strengthen their relationship. As such, the parties have agreed to form a joint team to develop and present a business case that explores a variety of means to lower overtime to meet Petro-Canada's needs to reduce costs and the CEP's desire to increase full time employment opportunities.

The parties have agreed to implement this initiative, which provides for a one-time increase of 2% to hourly base rates, effective August 1, 1997, in exchange for the reduction in the overtime rate paid from two (2) times an employee's hourly base rate to one and three-quarters (1.75) times an employee's hourly base rate. For the purposes of this initiative, "overtime" is as described in article 4.13 (a) & (b) only. Individuals who are entitled to other premium payments, such as for work performed on recognized holidays or due to change of schedule, will continue to receive payment at two (2) times their hourly base rate for these situations.

An "Overtime Cap" has been established at 15%, equivalent to 291 hours per individual per calendar year of this agreement. Overtime hours worked by an individual over 291 hours will be paid at two (2) times the hourly base rate for the remainder of that year.

Only hours worked as "overtime" as described above (ie. under art. 4.13 a & b), and paid at one and three-quarters (1.75) times the hourly base rate, will be included in the calculation of hours toward the Overtime Cap.

This agreement expires January 31, 2001, at which time the overtime rate will return to two (2) times an employee's base hourly rate and hourly base rates will be reduced by 2%. This agreement will not form part of any ongoing agreement between the parties, unless mutually agreed to. Six (6) months prior to the expiration of this agreement, the parties will meet to review continuance of this Letter of Agreement. Within three (3) months of expiration, if the parties mutually agree, this Letter of Agreement will continue until ratification of the renewal collective agreement.

(55)

CLARIFICATION OF ARTICLE 11.18

Included in the time provided to the Unit Chairperson 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.

(56)

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 Chairperson 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.

(57)

LETTER OF AGREEMENT

UNION INVOLVEMENT IN HEALTH AND SAFETY

The Parties will explore adding the SHIRT fund one-day course focused on Bill 208 to the four day Level I Health and Safety course.

Three Level I and **one** Level II course will be scheduled in each year of the Agreement with criteria for attendance beyond the current practice to **be** developed jointly with the minimum complement in each course to be 50% hourly.

(58)

LETTER OF AGREEMENT

REQUEST FOR UNION LEAVE

October 18, 1995

The parties agree that the process for requesting Union leaves will be as follows:

- All requests for Union leave will be submitted to the Department Manager through electronic mail by the unit chairperson or delegate copying the supervisor and Human Resources Team Leader.
- The company will respond to the Union via Electronic mail with a copy to refinery payroll and Human resources Team Leader.

APPENDIX "F"
OPERATING DEPARTMENTS
TRAINING PROGRAMS AND RATE PROGRESSION

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.

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 Technamation 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 must possess 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 (Phoenix, Lubes Support / Utilities, Asphalt, P & S, White Oils) 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 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.

Oct. 21/93
Revised, 1997

TO: ALL BULLETIN BOARDS

RE: RESOLUTION OF S.T.B. ISSUES

The Company and the Union are pleased to announce that the parties have successfully concluded discussions as they pertain to the staffing part of the "Size the Business" activities.

At the outset of these discussions early in 1993, the parties set their objectives of "minimizing employee disruption" while "maintaining operating efficiency" and we believe the following will demonstrate that the parties have reached these objectives and believe this is emphasized by the fact that "No employees were displaced".

The process we went through was not an easy one and we had to search for creative ways to retain operating employees in operating jobs. This exercise took us outside of Operations and into the Lubplex and the Maintenance departments.

The position of the Electrical/Instrumentation trade in the Lubplex will be incorporated into the Collective Agreement as a separate trade within the Maintenance complement, as a Mechanic 1A - Lubplex.

In conjunction with this trade joining the complement in Maintenance, two employees in Maintenance will retire and the complement will be reduced to eighty-nine (89) craftsmen.

These retirements are a vital assist in permitting the last two members of Operations, susceptible to possible displacement, to remain in the Operations department in the Pool.

This enables the parties to allow an additional employee an opportunity to obtain steam time in either the Lubes or the Utilities departments conditional upon the employee possessing a 4th Class Steam certificate on or before October 1, 1993 OR no later than November 1, 1993.

Additionally, any employee who possesses a 3rd Class Steam certificate on or before January 1, 1995 will be able to displace a junior employee in the Utilities department if they so choose.

The issue of rate protection has been resolved and those employees displaced from Area 3, including the Pool, will be "red-circled" as of the date of displacement.

Employees who remain in Area 3 will have their rate of pay "red-circled" effective January 31, 1996.

We view the success of these discussions as a direct reflection of the responsible manner in which the parties approached these discussions in some rather difficult and emotional times, and also by the co-operation demonstrated by the employees in general for without your assistance we would not have been able to meet our objectives.

Thank you.

L.J.G. Murphy

B. Richard

RE: CLARIFICATION OF RESOLUTION OF STB ISSUES - OCTOBER 21, 1993

November 30, 1994

It is understood and agreed by both parties to the current Collective Bargaining Agreement that “any employee” referred to in the paragraph “Additionally, any employee who possesses a 3rd Class Steam certification on or before January 1, 1995.....”, means Richard Groulx and Richard Despres.