

# **AGREEMENT**

**Between**

**SHELL CANADA LIMITED  
(Sarnia Refinery)**

**And**

**THE COMMUNICATIONS,  
ENERGY & PAPERWORKERS UNION  
OF CANADA**

**LOCAL 848**

**Effective  
February 1, 2010 - January 31, 2013**

**02341 (11)**

## **IMPORTANT NUMBERS**

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# **AGREEMENT**

**MEMORANDUM OF AGREEMENT** entered into on the First Day of February 2010

**BETWEEN:**

**SHELL CANADA LIMITED** (Sarnia Refinery), operating an oil refinery at Corunna (Sarnia), Ontario, hereinafter referred to as the Company

**Of the First Part**

**And**

LOCAL 848, COMMUNICATIONS, ENERGY & PAPERWORKERS' UNION OF CANADA

Hereinafter referred to as the Union

**Of the Second Part**

WHEREAS THE UNION has been certified by the Labour Relations Board of the Province of Ontario as bargaining agent for certain employees of the above-named company as hereinafter set forth:

NOW THIS AGREEMENT WITNESSETH as follows:

# **ARTICLE I**

## **PURPOSE**

1.01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Company and its employees and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.

# **ARTICLE II**

## **RECOGNITION**

2.01 The Company recognizes the Union as the sole collective bargaining agency for all employees of the Company at its Sarnia Refinery and Chemical Plant, in Corunna, Ontario, save and except foremen, persons above the rank of foreman, office staff, Plant Protection Department employees, laboratory employees (other than laboratory analysts).

# **ARTICLE III**

## **RELATIONSHIP**

- 3.01 The parties hereto mutually agree that any employee of the Company covered by this Agreement may become a member of the Union if the employee wishes to do so, and may refrain from becoming a member of the Union if the employee so desires.
- 3.02 The Company agrees that no employee shall in manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in any labour organization or by reason of any activity or lack of activity in any labour organization.
- 3.03 The Union agrees it will not discriminate against, coerce, restrain, or influence any employee because of their membership or non-membership, their activity or their lack of activity in any labour organization.
- 3.04 The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the Company without the permission of Management.

3.05 The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent of the unit, and realizes that, in order to provide maximum opportunities for continuing employment, good working conditions, and better than average wages, the Company must be in a strong market position, which means it must produce at the lowest possible costs consistent with fair labour standards. The Union, through its bargaining position, assumes a joint responsibility in the attainment of these goals. The Union therefore agrees that it will co-operate with the Company and support its efforts to assure a full day's work on the part of its members; and it will actively combat absenteeism and any other practices which restrict production. It further agrees that it will support the Company in its efforts to eliminate waste in production; conserve materials and supplies; improve the quality of workmanship; prevent accidents and strengthen good will between the employer, the employee and the public.

## **ARTICLE IV**

### **DEDUCTION OF UNION DUES**

4.01 The parties to this Agreement agree that any employee of the Company covered by this Agreement may choose to, or refrain from, becoming a member of the Union. Notwithstanding the foregoing, the Company will deduct from the wages of all employees covered by this Agreement, the uniformly established monthly dues as provided to the Company by the local Union Treasurer.

## **ARTICLE V**

### **MANAGEMENT RIGHTS**

5.01 The Union acknowledges that it is the exclusive function of the Company to hire, promote, demote, transfer, layoff and suspend employees and also the right of the Company to discipline or discharge any employee for just cause, provided that a claim by an employee, who has acquired seniority, that the employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided. The Company agrees that it will not exercise these functions in a manner inconsistent with the express provisions in the Agreement.



5.02 The Union further recognizes the right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities. The location of the plants, the direction of the working forces, the products to be produced, the schedules of operations, the right to decide on the number of employees needed by the Company at any time, the right to use improved methods, machinery and equipment and jurisdiction over all operations, building, machinery, tools and employees at the plant aforesaid are solely and exclusively the responsibility of the Company. The Company also has the right to make and alter from time to time and to enforce rules and regulations to be observed by the employees, but before altering any such rules, the Company will discuss same with the Union Executive and give them an opportunity to make representations regarding such proposed alterations. Such rules and regulations shall not be inconsistent with the terms of this Agreement.

5.03 Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that breach of any of the plant rules, or of any of the provisions of this Agreement, shall be conclusively deemed to be sufficient cause for the dismissal of an employee.

# ARTICLE VI

## PLANT COMMITTEE

6.01 (a) The Company acknowledges the right of the Union to appoint or otherwise select a plant committee, otherwise known as the Local Union Executive, which shall be composed of not more than six employees. Each member of this committee, and all stewards, shall have reached the age of majority, shall have at least three months' seniority with the Company, and shall be regular employees of the Company during their time of office.

(b) Upon notification by the Union, the Company agrees to recognize 11 stewards, the number and jurisdictional areas to be as follows:

Steam Plant and C.O. Boiler . . . . .	1
Laboratory . . . . .	1
Dispatching . . . . .	2
Maintenance . . . . .	2
Process . . . . .	4
Chemical Plant and FPH . . . . .	1

- 6.02 The jurisdiction of each of the stewards and the name of each steward, and the chairperson of the plant committee from time to time selected, shall be given to the Company in writing and the Company shall not be required to recognize any such steward until it has been notified in writing by the Union of the name and jurisdiction of same.
- 6.03 The Company undertakes to instruct all members of its supervisory staff to co-operate with the stewards in carrying out of the terms and requirements of this Agreement.
- 6.04 The Union undertakes to secure from its officers, stewards and members, their co-operation with the Company and with all persons representing the Company in any supervisory capacity.
- 6.05 If a meeting is called by mutual agreement between the Company and any recognized committee of the Union, the members of the committee attending the meeting will be paid at their regular hourly rates for the duration of the meeting if the meeting is held during their regular working hours. It is understood that members of such committee will only be paid for such hours that they would have normally worked if the meeting had not been held. Employees called in or held over to replace Union members attending a meeting will be paid at prevailing overtime rates.

# ARTICLE VII

## GRIEVANCE PROCEDURE

7.01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

7.02 No grievance shall be considered

(a) Which usurps the function of the management, or

(b) Where the circumstances giving rise to it occurred or originated more than two full working days before the filing of the grievance.

7.03 (a) Grievances properly arising under this Agreement shall be adjusted and settled as follows:

### **Step No. 1**

The aggrieved employee shall present the grievance orally or in writing to supervision as designated by the Company. The employee shall have the assistance of their steward if they so desire. If a settlement satisfactory to the employee is not reached within 72 hours (or any longer period which is mutually agreed upon), the grievance may be presented as follows at any time within 72 hours thereafter.

## **Step No. 2**

The aggrieved employee may with their steward present their grievance (which shall be reduced to writing on a form supplied by the Union and approved by the Company) to the Department Head or, in their absence, the Assistant or Acting Department Head, who shall consider it in the presence of the person or persons presenting same, and the foreman or supervisor, and render their decision in writing.

Should no settlement satisfactory to the employee be reached within 72 hours, the next step in the grievance procedure may be taken at any time within 72 hours thereafter.

## **Step No. 3 (a)**

The aggrieved employee may submit their grievance in writing to the Local Union Executive. The Local Union Executive and the employee (if the employee so desires) shall meet as promptly as possible with Management to consider the grievance.

## **Step No. 3 (b)**

The Company agrees that the Union may substitute an elected steward for a member of the Union Executive when the department from which the grievance originated is not represented on the Union Executive. In such cases, Management must be given ample notice of the substitution.

### **Step No. 3 (c)**

It is further understood and agreed between the parties that, providing 24 hours advance notice has been given to the Company, a representative of the Communications, Energy and Paperworkers' Union may attend third step grievance hearing meetings if the Union Executive desires the presence of such a representative.

- 7.04 If final settlement of the grievance is not completed within seven working days after deliberations have commenced and if the grievance is one which concerns the interpretation or alleged violation of the Agreement, the grievance may be referred by either party to a Board of Arbitration as provided in Article VIII below at any time within 21 days thereafter, but not later.

# **ARTICLE VIII**

## **ARBITRATION**

- 8.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outline in Article VII above, and which has not been settled, will be referred to a Board of Arbitration at the request of either of the parties hereto.
- 8.02 The Board of Arbitration will be composed of one person appointed by the Company, one person appointed by the Union and a third person to act as chairperson chosen by the other two members of the Board.
- 8.03 Within 48 hours of the request by either party for a Board, each party shall notify the other of the name of its appointee.
- 8.04 Should the person chosen by the Company to act on the Board, and the person chosen by the Union, fail to agree on a third person within seven days of the notification mentioned in 8.03 above, the Minister of Labour for the province of Ontario will be asked to nominate a member of the judiciary of the Province of Ontario to act as chairperson.

- 8.05 The decisions of a Board of Arbitration constituted in the above manner shall be binding on both parties.
- 8.06 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 8.07 Each of the parties to this Agreement will bear the expenses of the arbitrator appointed by it; and the parties will jointly bear the expenses, if any, of the chairperson.
- 8.08 No person shall be selected as arbitrator who has been directly involved in attempts to negotiate or settle the grievance.



# **ARTICLE IX**

## **DISCHARGE CASES**

- 9.01 In the event of any employee who has attained seniority being discharged from employment, and the employee feeling that an injustice has been done, the case may be taken up as a grievance.
- 9.02 All such cases shall be taken up within three working days and disposed of within seven days of the date the employee is notified of their discharge, except where a case is taken to arbitration. A claim by an employee who has attained seniority that they have been unjustly discharged from their employment shall be treated as a grievance if a written statement of such grievance is lodged with the General Manager of Refinery , or in their absence, the Operations Manager, within three working days after the employee ceases to work for the Company. All preliminary steps of the grievance procedure prior to Step Number 3 will be omitted in such case.
- 9.03 Such special grievance may be settled by confirming the Management's action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement, which is just and equitable in the opinion of the conferring parties.

# **ARTICLE X**

## **NO STRIKES - NO LOCK OUTS**

- 10.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there will be no strike, picketing, slowdown or stoppage of work, either complete or partial, and the Company agrees that there will be no lockout.
- 10.02 The Company shall have the right to discharge or otherwise discipline employees who take part in or instigate any strike, picketing, stoppage or slowdown, but a claim of unjust discharge or treatment may be the subject of a grievance and dealt with as provided in Article VII above.
- 10.03 Should the Union claim that a cessation of work constitutes a lockout, it may take the matter up with the Company as provided in subsection 7.04 of Article VII.

# **ARTICLE XI**

## **HOURS OF WORK WAGES AND OVERTIME**

### **11.01 General**

**(a)** The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

**(b)** The hours of work shall be assigned by the Company and reasonable notice of change of hours of work shall be given to the Union Executive except in case or cases of emergency, such as illness or equipment breakdown.

**(c)** Employees working Night shift will normally not be required to continue work into Day shift, but if, due to emergency, it is necessary to continue working such employees into Day shift, every effort will be made to limit the extra work to four (4) hours.

## 11.02 **Definitions**

For the purpose of this Agreement:

**Shift Workers** - shall be construed as meaning those employees who work three 8-hour or two 12-hour rotating shifts and who are paid for the lunch period, or employees working a scheduled shift between the hours of 3:30 p.m. and 7:30 a.m., or working two rotating shifts.

**Day Workers** - shall be construed as meaning all those employees who are not shift workers as defined above.

## 11.03 **Hours of Work - Regular Hours**

**(a) (i) Day Workers** - The normal work period shall be eight (8) hours per day and an average of thirty-seven and one third hours per week based on the agreed upon schedules. The week shall normally be Monday through Friday. The normal working hours for such employees shall be, with one-half hour for lunch. It is recognized that it may be necessary to establish schedules for certain employees, which may involve work on Saturdays and/or Sundays or periods of the day or evening not conforming with the regular hours of the majority of the non-shift

employees, and which will be the regular working hours for such employees. Every effort will be made to keep such schedules at a minimum. If a day worker is requested by the Company to work during a regularly scheduled lunch period, the employee will be paid applicable overtime rates for the time worked in the lunch period and will be permitted to take 30 minutes, if required, on their own time for lunch when operations permit.

11.03 **(a) (ii) Finished Products Handling Department Team Members** will normally work rotating shifts, Monday to Friday, from 8:00 a.m. to 4:00 p.m. (with an unpaid one-half hour meal) and 3:30 p.m. to 11:00 p.m. (with a paid one-half hour meal).

**(b) Shift Workers on 8-Hour Rotating Shifts** will work a normal shift of eight (8) consecutive hours per day and an average of thirty-seven and one-third (37-1/3) hours per week in conformity with the following shift schedules established by the Company. The usual shifts are:

7:30 a.m. to 3:30 p.m. - "A" shift

3:30 p.m. to 11:30 p.m. - "B" shift or 2nd shift

11:30 p.m. to 7:30 a.m. - "C" shift or 3rd shift

**(c) For Shift Workers working the continuous, rotating 12-Hours schedule,** the following provisions will apply:

**(i)** In Process and Dispatching the 4-team schedule which embodies shift integrity and averages 37.3 hours per week, shall apply to those employees on continuous rotating shifts.

**(ii)** In Utilities the 4-team schedule which embodies shift integrity except for two swing positions, and averages 37.3 hours per week shall apply to those employees on continuous rotating shifts in Utilities. The swing jobs are to be rotated where possible for a given period (approx. 6-12 months duration). If and when sufficient staffing is achieved, that is, there are enough Phase 7's, we would plan to change to a schedule (identical to process) utilizing Phase 7's in lieu of the 9th Operator.

**(iii)** Employees affected will normally work 24 twelve-hour shifts over a period of 54 days so as to average thirty-seven and one-third (37.3) hours per week.

**(iv)** Chemical plant Operations employees will normally work 42 twelve-hour shifts and

one 8 hour shift over a period of 96 days so as to average thirty-seven and one-third hours per week.

**(v)** Shift hours will be:

Day Shift: 7:00 a.m. - 7:00 p.m.

Night Shift: 7:00 p.m. - 7:00 a.m.

Circumstances may require shifts other than those noted above, in which case the hours shall be discussed with the Union Executive.

#### **11.04 Hours of Work – Overtime**

**(a)** Overtime work shall be distributed as fairly and impartially as possible among qualified employees in the department in which overtime work becomes necessary. No employee shall be required to work more than sixteen continuous hours except in case of extreme emergency.

**(b)** 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, a call-out board in Utilities and Dispatching will provide one person qualified to operate and one qualified assistant operator and in

Process a minimum 33-1/3% coverage for the Operating team. Individual on the board will be required to be available:

**(i)** Before Start of Day Shift (7:00 a.m. - 7:00 p.m.) - from 1 1/2 hours prior to starting time, until 1/hour after the start of the shift.

**(ii)** Before Start of Night Shift (7:00 p.m.. - 7:00 a.m.) - from 2 hours before the start of the shift.

**(c)** Where an employee is required to work more than two hours overtime, the Company shall provide the employee with a suitable box lunch.

**(d)** Employees going on vacation will be eligible for overtime work until the commencement of their paid vacation. They will be eligible for overtime immediately following the period of paid vacation if they advise their coordinator in writing.

**(e)** As soon as possible after each pay period, the Company agrees to post a list of names of employees by departments who have worked overtime during the previous pay period showing the cumulative amount of overtime worked by each employee to date for the calendar year.



## 11.05 **Regular Wages**

**(a) Regular Rates of Pay** - During the lifetime of this Agreement the Company agrees to pay and the Union agrees to accept the scale of wages as set out in Schedule "A" hereto which is hereby made a part of this Agreement. Amendments to this clause or modifications thereto may be proposed by either party hereto between the 10th and 20th days of the months of March and September, and if acceptable to both parties shall be written and when executed by both parties shall be valid and binding effective as of the date specified therein and shall constitute a part of this Agreement to the same extent as if incorporated herein.

### **(b) Shift Differential**

**(i) Eligibility for Day Shift Differential** - Only employees working on a 7-day continuous operation and rotating on three 8-hour shifts or two 12-hours shifts will qualify for the day shift differential.

**(ii) Employees assigned to a 7-day continuous operation and rotating on a three 8-hours shift basis shall receive a shift differential payment as follows:**

**(a)** Hours worked on “A” Shift - 2.0% of straight time hourly rate rounded off to the nearest cent.

**(b)** Hours worked on “B” Shift - 5.0% of straight time hourly rate rounded off to the nearest cent.

**(c)** Hours worked on “C” Shift - 6.0% of straight time hourly rate rounded off to the nearest cent.

**(iii)** Employees assigned to a two 8-hour rotating shift will only qualify for the applicable shift differential when working on “B” or “C” shifts.

**(iv)** Employees assigned to a 7-day continuous operation and rotating on a two 12-hour shift basis shall receive a shift differential payment as follows:

**(a)** Hours worked on day shift (7:00 a.m. to 7:00 p.m.) - 3.0% of straight time hourly rate rounded off to the nearest cent.

**(b)** Hours worked on night shift (7:00 p.m. to 7:00 a.m.) - 5.67% of straight time hourly rate rounded off to the nearest cent.

**(c)** The two Swing Operators in Utilities whose normal schedule presently runs from 7:00 a.m. to 7:00 p.m. will receive a shift differential premium of 5% for those hours worked between 3:00 p.m. and 7:00 p.m.

**(v)** Any worker placed on a schedule whose hours begin before 6:00 a.m. or end after 6:00 p.m. will be paid 5% rounded off to the nearest cent, of their straight time rate for all scheduled hours worked between 4:30 p.m. and 12:00 midnight and 6% rounded off to the nearest cent of their straight time rate for all scheduled hours worked between 12:00 midnight and 8:00 a.m.

**(vi)** A differential based on forward schedule "straight time rate" will be included when computing vacation pay for employees working on a regular schedules shift basis.

**(vii)** Shift workers on 12-hour rotating schedules who are assigned to regular or temporary 8-hour day shift schedules or day assignments and who are required to work past their normal day shift hours will receive a shift differential of 3% of their straight-time hourly rate only for all hours worked between the end of their normal day schedule and 7:00 p.m. and a shift differential of 5.67% of their straight-time hourly rate for all hours

worked between 7:00 p.m. and the start of normal day working hours.

Shift workers on 8-hour rotating shifts who are assigned to regular or temporary 8-hour day shift schedules or day assignments and who are required to work past their normal day shift hours will receive a shift differential of 5% of their straight-time hourly rate only for all hours worked between the end of their normal day schedule and 11:30 p.m. and a shift differential of 6% of their straight-time hourly rate for all hours worked between 11:30 p.m. and the start of normal day working hours.

**(viii)** Shift differential will not be included in computing overtime.

**(c) Dirty Work Pay** - Employees normally employed in regular process and dispatching operations shall be required to do only maintenance work of a minor preventive nature except during a shutdown period. When an employee is required to enter the primary, atmospheric, vacuum or visbreaker towers or storage tanks and tank cars used for crude oil or bunker fuel for the purpose of cleaning or making repairs, provided that the interior of the equipment is in an oily or greasy condition, a premium of 60 cents in

the case of those on the regular labour rate and 40 cents in the case of those on any other rate will be paid for such work. Where an employee works more than 4 hours in any day at such dirty work, the employee shall receive a premium of 15 cents or 10 cents respectively, for each hour in excess of 4. This bonus shall not be included in computing overtime.

**(d)** The Company shall provide protective rubber clothing and equipment for employees who are required to enter and clean refinery oil and chemical tanks, railway tank cars, catalyst cars, refinery oil sumps, closed vessels of process plants, all steam boilers and process plant furnaces.

**(e)** The Company shall have the right from time to time to establish new job classifications and to fix the rates of pay for such classifications, subject to the right of the employee covered by such new classification to file a grievance if the employee alleges that the rate of pay established for such new job classification is out of line with the rates established for the job classifications set forth in Schedule "A" hereto. However, the Company agrees to consult with the Local Union Executive before instituting any such changes.

11.06 **Overtime Wages - Day Workers**

Subject to the provisions of section 11.08 and 13.02, double time will be paid for all overtime work performed.

11.07 **Overtime Wages - Shift Workers**

Subject to the provisions of section 11.08 and 13.02, double time will be paid for all overtime work performed.

11.08 **Overtime Wages –General**

**(a) Non-Application** - Overtime wages will not be paid:

**(i)** for work performed during regular scheduled hours

**(ii)** for work performed on an employee's day of rest when employees trade days off by a friendly agreement approved by supervision.

**(iii)** for work performed to make up for time lost within a pay period due to a transfer or change of schedule as provided in subsection 11.09 (b).

**(b) (i) Call-Out** - The minimum payment for call-out work will be equivalent to four hours' pay at the employee's regular hourly rate, except where on previous notice an employee starts to work two hours or less before such employee's regular working day, in which case payment will be based on the hours actually worked. A minimum of four hours at employee's regular hourly rate will also be paid to employees notified in advance to return to the plant for overtime work. In the event that an employee is called out or notified in advance to return to the plant for overtime work, but the call-out or notification is cancelled before the employee reports to work, the employee shall have the option of:

**(a)** reporting to work and having sufficient work assigned to them to enable them to earn the minimum pay provided in this section, or

**(b)** rejecting option (a) above in which case the employee shall not be eligible for call-out pay.

**(c)** Where an employee, scheduled to work days, performs work between the hours of 11:30 p.m. and 4:30 a.m. as the result of a "call-out", the employee shall be entitled to up to 8 consecutive hours off the job before reporting to work again, without loss of pay.

**(ii)** if an employee is called in for a return to work and works 2 hours or less, they will receive a payment of \$20. If the call out duration exceeds 2 hours, this payment will not be made. Call Out is a call to return to work to perform work for a period of 2 hours or less (excluding training).

**(iii) Holdover** - Employees required to remain in the plant after the completion of their regular scheduled hours to do emergency work and who have not been notified of this work five minutes prior to quitting time will be paid a minimum of one hour's pay at the employee's regular hourly rate. Where such employees have been notified five minutes prior to quitting time, they will be paid for the time worked at prevailing overtime rates, calculated to the end of the last 15-minute period in which work was performed.

**(c)** In no case shall an employee be paid twice for the same overtime.

**(d)** It is understood and agreed that under no circumstances will more than double time be paid to an employee except as provided in **Article XIII**.



## 11.09 **Bonus Wages and Special Rates**

**(a) Change of Schedule** - A change of schedule for the purpose of this Agreement shall be interpreted as a change whereby the starting or stopping time is altered by four hours or more, or days off are changed but shall not include the regular rotation from one shift to another or overtime worked as covered in sections 11.06, 11.07 and 11.08

**(i) Shift Workers** - In the case of shift workers as defined in subsection 11.02, when an employee's schedule is changed by the Company, within the definition in subsection 11.09 (a), the employee will be paid for the first regular shift on the employee's new schedule at twice the employee's basic rate for the job, and the employee's regular days off will then become those shown on the new schedule. If an employee has a change of schedule on a recognized statutory holiday as set out in Article XIII, statutory holiday pay will be paid for that day and the premium rates for the change of schedule shall be paid to such employees for the second day worked on the schedule.

**(ii) Day Workers** - In the case of day workers, when an employee's schedule is changed by the Company within the definition in

subsection 11.09 (a), the employee will be paid for the first day of shift on the employee's new schedule at twice the employee's basic rate for the job, and the employee's regular days off will then become those shown on the new schedule. If an employee has a change of schedule on a recognized statutory holiday as set out in Article XIII, statutory holiday pay will be paid for the day and premium rates for the change of schedule shall be paid to such employee for the second day worked on the new schedule.

**(b)** An employee who loses time due to a transfer or change in schedule will be granted the right to work at available work on such employee's day off for straight time payment to make up for lost time.

**(c)** If a change of schedule is for three days or less the premium pay will be paid only at the start of the new schedule and will not be paid when the employee reverts to their original schedule.

**(d)** Premium pay will not be paid when an employee changes shift due to:

**(i)** Transfer from one department to another at own request.

**(ii)** A new employee going on shift for the first time.

**(iii)** An employee returning from leave of absence (sick or other approved leave excluding vacation) in excess of 30 days.

**(iv)** Transfer from one crew to another by mutual consent between employees.

**(v)** When an employee's schedule is changed as a result of disciplinary action, no premium pay will be paid either at the start or end of such change of schedule.

**(vi)** When an employee's schedule is changed as a result of a medical accommodation, no premium will be paid either at the start or end of such change of schedule.

**(e)** For employees other than those working the continuous rotating 12 hour schedule who are required to work more than five (5) successive days without a day off directly after the schedule is put into operation, such employees will not be paid premium rates for the days worked in excess of five (5). If, however, during the pay period such employees are required to work in excess of the number of days they were scheduled to work in that pay period, the extra days

worked will be considered as days off for the purpose of payment.

**(f)** Employees working the continuous rotating 12-hour schedule:

**(i)** If, as a result of change of schedule, an employee works more than 288 hours within the 54-day shift cycle, exclusive of any hours of overtime, the employee will receive the overtime rate for those hours in excess of 288.

**(ii)** If, as a result of change of schedule, a Chemical Plant Operations employee works more than 512 hours within the 96 day shift cycle, exclusive of any hours of overtime, the employee will receive the overtime rate for those hours in excess of 512.

**(iii)** Employees specifically required by the Company to undertake classroom and/or on-the-job training, and whose schedule is changed to an eight-hour day schedule to efficiently undertake such training, shall receive a change of schedule premium only upon returning to their normal 12-hour shift schedule.

**(iv)** Either party may at any time elect to revert to the former 8-hour shift schedule by giving

the other party 60 days' notice in writing.

On changing over to the new schedule, no premiums will be paid to any employee for the reason of changing from the present schedule - nor shall there be any premiums paid to any employee upon reversion to the 8-hour shift schedule should the 12-hour schedule be terminated

## **ARTICLE XII**

### **VACATION WITH PAY**

- 12.01 Every employee covered by this Agreement who has completed one full year's service with the Company shall be entitled to three weeks' vacation with pay at a time to be arranged by the Company subject to the conditions hereinafter set forth.
- 12.02 Every employee covered by this Agreement who has completed ten full year's service with the Company shall be entitled to four weeks' vacation with pay at a time or times to be arranged by the Company subject to the conditions hereinafter set forth. Where, in the sole judgment of the Company, an employee has relevant previous experience, such experience may be recognized for paid vacation entitlement purposes. In such cases,

the maximum combination of Shell and relevant, recognized previous experience will be 10 years.

- 12.03 Effective January 1, 1998, every employee who has completed 18 full consecutive years of service with the Company shall be entitled to five weeks vacation with pay at a time or times to be arranged by the Company subject to the conditions hereinafter set forth.
- 12.04 Every employee who has completed twenty-five full consecutive years' service with the Company shall be entitled to six week's vacation with pay at a time or times to be arranged by the Company, subject to the conditions hereinafter set forth.

**Note:**

**(a)** A vacation week shall be considered as 7 consecutive calendar days, except that employees working the continuous rotating 12-hour schedule, will take vacation weeks in shift "block" with one vacation week defined as a shift block of three (3) consecutive twelve (12)-hour working days.

**(b)** Payment for vacations will be based on the regular straight time hours the employee was scheduled to work during the period of

vacation. Employees working the continuous rotating 12-hour schedule will be paid on the basis of 37.33 hours per “block” of vacation.

**(c)** If specifically requested by an employee, vacation pay may be computed on the average rate of pay exclusive of premiums for the two or six pay periods immediately preceding vacation.

**(d)** Where an employee’s third Friday off falls within his/her vacation period, an additional day of vacation will be granted.

**(e)** Employees hired on or after January 1, 2001 will earn their annual paid vacation entitlement on the following basis:

**(i)** Employees entitled to 3 weeks’ annually will earn paid vacation at the rate of 1.25 days per month. Those employees working the continuous rotating 12-hour schedule will earn paid vacation at an equivalent rate of 9.33 hours per month.

**(ii)** Employees entitled to 4 weeks’ annually will earn paid vacation at the rate of 1.66 days per month. Those employees working the continuous rotating 12-hour schedule will earn paid vacation at an equivalent rate of 12.44 hours per month.

Employees in this category whose first day of employment falls on or before the 15th of the month will earn the full month's entitlement for their first month of service and employees in this category whose first day of employment falls after the 15th of the month will earn half of the full month's entitlement for their first month of service.

- 12.05 When practical, shift workers' vacations will be arranged to begin immediately after their regular days of rest.
  
- 12.06 Vacation schedules will be posted thirty days in advance of the first scheduled vacation period. In each calendar year, vacation schedules for the previous calendar year will be posted alongside the current vacation schedule. Vacation schedules shall be rotated yearly.
  
- 12.07 Vacations are not cumulative. Failure to use an allowed vacation in one year does not constitute a claim for additional vacation in any other year. Vacations cannot be substituted or exchanged without permission of the Company once the vacation schedule has been determined.



- 12.08 Employees who resign, or are discharged for cause, before becoming eligible for their vacation will be paid in accordance with the laws of the Province of Ontario.
- 12.09 Where, not owing to illness or authorized absence, an employee has been absent from their employment in excess of one working day in each month of the working year, such excess will be deducted from the vacation to which the employee would otherwise be entitled.
- 12.10 Where an employee becomes disabled as a result of sickness or accident, and the disability extends into their scheduled vacation period, a new vacation period may be assigned.
- 12.11 Where an employee becomes disabled after their vacation has commenced and the period of disability qualifies under the Company's sickness plan, an employee will be granted an equal number of calendar days as an extension on their vacation period or at a later date without additional vacation pay.

# ARTICLE XIII

## STATUTORY HOLIDAYS

13.01 Designated holidays are as follows: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving, Remembrance Day, Christmas Day, Boxing Day, plus two additional Holiday days within each calendar year. Administration of these 11th and 12th Holiday days will be as follows:

**(a)** Day workers and Laboratory employees will observe the 11th and 12th Holidays as personal floaters.

**(b)** Shift workers will observe the 11th Holiday as a personal floater. The 12th Holiday will be treated as a Designated Holiday and will be observed on February 14th. The date upon which the 12th Designated Holiday is to be observed may be changed from time to time with the agreement of Management and the Union. With the advance agreement of a shift worker's supervisor, the employee may elect to observe the 12th Designated Holiday as a personal floater. In such cases, the date upon which the employee may observe the 12th Holiday will be determined in accordance with established vacation scheduling practices.

**(c)** Wherever the 11th or 12th Holidays are observed in the form of personal floaters, the following provisions will apply. Regular employees who have completed 30 days' service will be eligible to take these floating holidays. Temporary employees will not qualify until they have completed 6 month's service. The days must be selected in advance and taken on dates which are mutually convenient to the employee and his or her supervisor. The days must be taken within a calendar year and cannot be deferred from one calendar year to another.

13.02 All employees shall be paid holiday pay which is distinct and separate from work performed on a Designated Holiday, at their regular rates for the above holidays, subject to the following regulations:

**(a)** To be eligible for holiday pay, an employee must work the full work day immediately preceding the holiday and the full work day immediately following such holiday unless absent with permission of the Management. Employees on leave of absence of more than three days, during which time a recognized holiday occurs, will not be paid for such a holiday.

**(b) (i) Day Employees:** If a holiday falls in a vacation period, no vacation pay will be allowed; but an additional day of vacation with pay shall be allowed at a time suitable to the Company or straight pay in lieu thereof.

**(ii) Shift Employees:** If a designated holiday falls in a vacation period, in lieu of an extra day added to their vacation entitlement, the employee will be paid their holiday pay in addition to their vacation pay.

The Company agrees to provide in the rules for vacation allocation, an opportunity for shift workers to use a designated holiday in lieu of a vacation day when a designated holiday falls within the employee's scheduled vacation period, recognizing the following principles:

- no additional cost to the Company
- any such arrangement can only be made if there is vacation time and vacation relief available.
- such arrangements will be scheduled immediately following the finalization of vacation and floater holiday schedules for the following year.

**(c)** An employee who works on one of the above-named paid holidays or portion of same, will be paid double-time the regular rate in addition to their holiday pay for the hours so worked, with a minimum of four hours' pay at their regular rate. If any such employee works in excess of their regular scheduled hours on any of the said holidays, the employee shall receive triple time for the hours actually worked in excess of such regular scheduled hours. All employees shall be paid eight (8) hours Holiday Pay at their regular rates for the twelve (12) observed holidays.

**(d)** Twelve-hour shift employees who are scheduled to work one of the ten (10) named Designated Holidays, the eleventh (11th) Holiday (personal floater) or the twelfth (12th) Designated Holiday, as referenced in Article 13.01, and receive approval to take the day off, will receive twelve (12) hours pay for this day in lieu of eight (8) hours holiday pay.

13.03 No compensation will be paid to shift workers who do not report for work on recognized holidays on which they are scheduled to work.

# **ARTICLE XIV**

## **SENIORITY**

### **GENERAL**

- 14.01 For the purpose of establishing seniority for the employees of Shell Canada Products Limited (Sarnia Refinery) the first day of operation shall be deemed to have been March 17, 1952.
- 14.02 Seniority as referred to in this Agreement shall mean length of continuous service in the employment of the Company and shall be on a plant-wide basis.
- 14.03 Seniority lists will be revised each six months.
- 14.04 An employee will be considered probationary for the first seven months and will have no seniority rights during that period; after seven months' service, their seniority shall date back to the day on which their employment began, and they shall automatically become a permanent employee. If during the probationary period the employee is absent for any reason the probationary period will be extended by a like number of days.

- 14.05 An employee shall lose their seniority standing if the employee voluntarily quits their employment with the Company; if the employee is discharged for cause and is not reinstated pursuant to the provisions of **Article IX**; or if the employee is absent from work without leave more than two consecutive days, unless, in the opinion of the Company, there was reasonable justification for such absence.
- 14.06 It is understood and agreed that the Company shall have the right to hire temporary or seasonal employees for periods of six months or less and such employees shall not acquire any seniority rights providing the employees concerned and the Union are notified in writing by the Company at the time of hiring that the employee is only temporary or seasonal.
- 14.07 An employee away from work because of sickness who has properly reported such sickness will not have their service record disturbed. Any employee's return to work after sick leave will be conditional on supplying, when requested, a certificate from a physician that the employee is fully recovered from the sickness which caused the absence.

## PROMOTIONS

14.08 **(a)** Subject to the provisions of this Article, preference in promotions other than appointments to supervisory positions shall be given to those employees in the department having the longest plant seniority, provided always that the employees in question are in the opinion of the Company of equal skill, competence and efficiency.

**(b)** For the purposes of this Article, the departments are as follows:

- (i) Production Units
- (ii) Dispatching
- (iii) Steam Plant and C.O. Boiler
- (iv) Maintenance
- (v) Laboratory
- (vi) Chemical Plant Operations
- (vii) Finished Product Handling

14.09 **(a)** In the event than an employee covered by this Agreement should be temporarily promoted to a position beyond the scope of this Agreement, the employee shall retain for a probationary period of three months, the seniority previously acquired and shall have added thereto the seniority accumulated while serving in such position.



**(b)** In the event than an employee covered by this Agreement should be promoted to a position beyond the scope of this Agreement, the employee shall retain for a probationary period of six months, the seniority previously acquired and shall have added thereto the seniority accumulated while serving in such position, provided the Union is reimbursed by the employee the dues that would have been paid had the employee not been promoted.

14.10 **(a)** In the event of a job vacancy, promotions shall be made on a vertical basis within the department where the vacancy exists, as provided in subsection 14.08 hereof except as provided in Progression as covered in section 14.11 subject to the following condition:

**(i)** "Except for the Steam Plant (Utilities)". Only the bottom job in the department will be posted.

An employee may follow the grievance procedure if the employee feels there has been a violation of this Agreement in making a promotion hereunder.

**(ii)** The Company may choose not to post for the bottom job in the Maintenance department, when it is the Company turn,

as described in the Letter of Understanding #1 Transfer of personnel from Operations to Maintenance (July 26, 2007).

**(b)** The Company hereby undertakes to post on bulletin boards such notices of job vacancies as referred to in paragraph (a) (i) above at least fifteen (15) calendar days before selection is made stating the nature of the vacancies and the qualifications required. The successful applicant shall receive the rate of the new job from the date that the employee takes over the new position. The employee shall have one month's trial at their new job (provided the Company may at its discretion extend the trial period up to six months), and if not not satisfactory, the employee shall revert to their former classification, provided that, in the judgment of the Company, the employee is still qualified for that classification. However the employee may follow the grievance procedure, if the employee feels that there has been discrimination in making the judgment.

- 14.11 **(a)** Dispatching progression and promotion from phase to phase will be based on the following criteria:

**(i) Phase 1**

Entry at basic pay level

**(ii) Phase 2**

Completed three months of continuous service in the Dispatching Department, passed written and oral examinations, proven on-the-job knowledge through demonstrated ability in performing operating chores.

**(iii) Phase 3**

Completed six to twelve months of continuous service in the Dispatching Department, passed written and oral examinations, proven on-the-job knowledge and can do a minimum of one Assistant Operator position, and has obtained 4th Class Stationary Engineer's certificate.

**(iv) Phase 4**

Completed a maximum of twenty-four months of continuous service in the Dispatching Department, passed written and oral

examinations, proven on-the job knowledge and can do a minimum of two Assistant Operator positions.

#### **(v) Phase 5**

Completed a maximum of thirty-six months of continuous service in the Dispatching Department, passed written and oral examination proven on-the-job knowledge and can do a minimum of three Assistant Operator positions.

#### **(vi) Phase 6**

Completed a maximum of forty-eight months of continuous service in the Dispatching Department, passed written and oral examinations, proven on-the-job knowledge.

#### **(vii) Phase 7**

Demonstrated ability to operate the Dispatching Department including the ability to train junior employees and in general to carry out Operator duties. Qualification in a minimum of one skills group under the Operator Enhanced Skill program, as evidenced by successfully passing a written test and ongoing successful demonstration of the applicable knowledge and skills.

### **(viii) Dispatching Operator**

Promotion on vacancy with selection made from Phase 7 candidates as per Clause 14.08 of the current Agreement.

### **(ix) Senior Dispatching Operator**

Completed twenty-four months of continuous service as a Dispatching Operator. Responsible for overtime holdover and call-ins when requested by Dispatching Day Coordinator.

**(b)** Process progression and promotion from phase to phase will be based on the following criteria:

#### **(i) Phase 1**

Entry at basic pay level

#### **(ii) Phase 2**

Completed three months of continuous service in the Process Department, passed written and oral examinations, proven on-the-job knowledge through demonstrated ability in performing operating chores.

### **(iii) Phase 3**

Completed six to twelve months of continuous service in the Process Department, passed written and oral examinations, proven on-the-job knowledge and can do a minimum of one Assistant Operator position, and has obtained 4th Class Stationary Engineer's certificate.

### **(iv) Phase 4**

Completed a maximum of twenty-four months of continuous service in the Process Department, passed written and oral examinations, proven on-the job knowledge and can do a minimum of two Assistant Operator positions.

### **(v) Phase 5**

Completed a maximum of thirty-six months of continuous service in the Process Department, passed written and oral examinations, proven on-the job knowledge and can do a minimum of three Assistant Operator positions.

### **(vi) Phase 6**

Completed a maximum of forty-eight months of continuous service in the Process Department, passed written and oral examinations, proven on-the job knowledge and can do a minimum of four Assistant Operator positions.

### **(vii) Phase 7**

Demonstrated ability to operate one complex including the ability to train junior employees and in general to carry out Operator duties. Qualification in a minimum of one skills group under the Operator Enhanced Skill program, as evidenced by successfully passing a written test and ongoing successful demonstration of the applicable knowledge and skills

### **(viii) Process Operator**

Promotion on vacancy with selection made from Phase 7 candidates as per Clause 14.08 of the current Agreement

### **(ix) Senior Process Operator**

Completed twenty-four months of continuous service as a Process Operator.

Responsible for overtime holdover and call-ins when requested by the Operations Shift Coordinator.

**(c) Steam Plant (Utilities)** progression and promotion from phase to phase will be based on the following criteria:

**(i) Phase 1**

Entry at basic pay level

**(ii) Phase 2**

Completed three months of continuous service in the Utilities Department, passed written and oral examinations, proven on-the-job knowledge, qualified in water treatment.

**(iii) Phase 3**

Completed six to twelve months of continuous service, passed written and oral examinations, qualified in water treatment, has qualified as an Assistant Operator in the Utilities Department, and has obtained 4th Class Operating Engineer's certificate



#### **(iv) Phase 4**

Completed a maximum of twenty-four months of continuous service, passed written and oral examinations, qualified in water treatment area, has qualified as Assistant Operator in the Utilities Department and has obtained a 3rd Class Operating Engineer's certificate.

#### **(v) Phase 5**

Completed a maximum of thirty-six months of continuous service, passed written and oral examinations, qualified in water treatment, qualified as an Assistant Operator in the Utilities Department, has demonstrated job knowledge of Satellite Steam Plant, and has obtained 3rd Class Operating Engineer's certificate.

#### **(vi) Phase 6**

Completed a maximum of forty-eight months of continuous service, qualified as Phase 5 and passed written and oral examinations.

#### **(vii) Phase 7**

Completed a maximum of sixty months of continuous service, qualified as a Phase 6 (or holds a 2nd Class Operating Engineer's

certificate), plus has demonstrated ability to operate in the Utilities Department, including the ability to train junior employees, plus operate and carry out operator duties upon request. Qualification of a minimum of one skills group under the Operator Enhanced Skill program, as evidenced by successfully passing a written test and ongoing successful demonstration of the applicable knowledge and skills. Passed written and oral examinations and qualified to fulfill the Shift Engineer duties as required by the Operating Engineers Act.

#### **(viii) Utilities Operator**

Promotion on vacancy with selection made from Phase 7 candidates who hold a 2nd Class Stationary Engineer's certificate, as per Clause 14.08 of the current Agreement

#### **(ix) Senior Utilities Operator**

Has completed 24 months continuous service as Utilities Operator. Responsible for overtime holdover and call-ins when requested by the Chief Operating Engineer.

## **(x) Shift Engineer**

Promotion on vacancy with selection made from Senior Utilities Operator candidates who hold a 2nd Class Stationary Engineer's certificate, as per Clause 14.08 of the current agreement.

**(d)** A pool of additional Assistant Operators may be established in the Process, Dispatching and Steam Plant (Utilities) Departments for the purpose of providing relief for vacations, sickness or other reasons.

**(e)** The job of Assistant Operator Phase 1 will form the bottom job for the production units and Dispatching Department for the purposes of advertising vacancies as referred to in subsection 14.10 above. For the Steam Plant (Utilities), the entry level posed will be based on the required level of stationary engineer's certificate needed to fill the vacancy.

**(f)** Laboratory progression and promotion from phase to phase will be based on the following criteria:

### **(i) Laboratory Analyst Phase 1**

Entry at basic pay level

## **(ii) Laboratory Analyst Phase 2**

Completion of 2 modules, passed required tests and demonstrated the capability to perform all tasks defined in the modules and completed a maximum of 6 months' continuous service in the laboratory.

## **(iii) Laboratory Analyst Phase 3**

Completion of 3 modules, passed required tests and demonstrated the capability to perform all tasks defined in the modules and completed a maximum of 12 months continuous service in the laboratory.

## **(iv) Laboratory Analyst Phase 4**

Completion of 4 modules, passed required tests and demonstrated the capability to perform all tasks defined in the modules and completed a maximum of 18 months continuous service in the laboratory.

## **(v) Laboratory Analyst Phase 5**

Completion of 5 modules, passed required tests and demonstrated the capability to perform all tasks defined in the modules and completed a maximum of 28 months continuous service in the laboratory.

### **(vi) Laboratory Analyst Phase 6**

Completion of 6 modules, passed required tests and demonstrated the capability to perform all tasks defined in the modules and completed a maximum of 38 months continuous service in the laboratory.

### **(vii) Senior Laboratory Analyst**

Completion of 7 modules, passed required tests and demonstrated the capability to perform all tasks defined in the modules and completed a maximum of 48 months continuous service in the laboratory. Demonstrated ability to successfully undertake applicable Senior Laboratory Analyst focal point responsibilities as defined in Letter of Understanding "Laboratory Progression - Related Tasks" dated August 7, 2001.

**(g)** Maintenance progression and promotion from class to class will be based on the following criteria:

Normal entry to the Maintenance Department is at the Class VI rate, however those people from other departments who have (2) two years service will enter at the Class IV level.

### **(i) Class VI Mechanic (Utility)**

Normal entrance level for persons with less than two (2) years service.

### **(ii) Class V Mechanic (Handyman)**

Completed six (6) months of continuous service.

### **(iii) Class IV Mechanic (Junior Mechanic)**

Completed additional six (6) months of continuous service. At this point the employee will enter one of the trade progression systems. A new person arriving in Maintenance from another department with two (2) years or more service will start at the Class IV rate.

### **(iv) Class III Mechanic**

Completed 8-12 months of satisfactory performance on-the-job. Successful completion of required courses and of practical requirements.

### **(v) Class II Mechanic**

Completed 8-12 months of satisfactory performance on-the-job. Successful completion of required courses and of practical requirements.

### **(vi) Class I Mechanic**

Completed 8-12 months of satisfactory performance on-the-job. Successful completion of required courses and of practical requirements.

### **(vii) Journeyman**

Completed 12 months of satisfactory performance on-the-job. Successful completion of all remaining required courses of practical requirements. Demonstrated ability to successfully undertake applicable additional Journeyman responsibilities and tasks as defined in the Letter of Understanding "Maintenance Progression - Related Tasks" dated August 7, 2001

**h)** Chemical Plant Operations progression and promotion from phase to phase will be based on the following criteria:

**(i) Phase 1**

Entry at basic pay level

**(ii) Phase 2**

Completed a minimum of 4 months of continuous service in the Chemical Plant Operations department, passed written and oral examinations and has proven on-the-job knowledge.

**(iii) Phase 3**

Completed a minimum of 16 months of continuous service in the Chemical Plant Operations department, passed written and oral examinations in one process JKC, has proven on-the-job knowledge, can do a minimum of one operating position and has obtained 4th Class Stationary Engineer's certificate.

**(iii) Phase 4**

Completed a minimum of 28 months of continuous service in the Chemical Plant



Operations department, passed written and oral examinations in two process JKC's, has proven on-the-job knowledge, and can do a minimum of one operating position.

**(v) Phase 5**

Completed a minimum of 40 months of continuous service in the Chemical Plant Operations department, passed written and oral examinations in three process JKC's, has proven on-the-job knowledge and can do a minimum of two operating positions.

**(vi) Chemical Plant Operator**

Completed a minimum of 52 months of continuous service in the Chemical Plant Operations department, passed written and oral examinations in four process JKC's, completed refresher training in all JKC's, has proven on-the job knowledge and can do a minimum of three operating positions.

All employees hired after February 1, 2009 will follow this progression system

(i) Finished Product Handling progression and promotion from phase to phase will be based on the following criteria:

**(i) Phase 1**

Entry at basic pay level.

**(ii) Phase 2**

Completed a minimum of 6 months of continuous service in the FPH department, passed written and oral examinations and has proven on-the-job knowledge.

**(iii) FPH Specialist**

Completed a minimum of 18 months of continuous service in the FPH department, has been selected by management to receive training on Specialist role for vacation relief purposes only, passed written and oral examinations and has proven on-the-job knowledge.

**(iv) FPH Lead**

Promotion on vacancy with selection from Specialist candidates as per Clause 14.08 of the current Agreement.

All employees hired after February 1, 2009 will follow this progression system.

- 14.12 Subject to the provisions of this Article, any employee transferred from one department to another must remain in that position for three months before becoming eligible for promotion within the department.
- 14.13 When an employee transfers from one department to another, the employee cannot again transfer to another department for at least twelve (12) months unless permitted to do so by the Company.
- 14.14 The Company may transfer an employee from one department to another for training or educational purposes on a temporary basis.
- 14.15 In filling temporary vacancies for a period not to exceed thirty (30) calendar days, seniority considerations may be disregarded by the Company. This refers to vacancies created by sickness, injury, leave of absence and emergencies. Temporary vacancies will normally be filled by upgrading within the shift. Experience gained by employees filling such temporary vacancies shall not work to the disadvantage of other eligible employees subsequently considered for promotion to

a higher regular job. It is understood that wherever practicable, if overtime in the Company's opinion becomes necessary due to such vacancy, an employee of equivalent classification will be used.

## **PERMANENT WORK FORCE REDUCTION**

14.16 In the event of technological change, or the permanent closure of all or part of the refinery, which in the opinion of the Company, will result in a permanent workforce reduction, the Company will:

1. Notify the Union six (6) months in advance in writing; and,
2. Meet with representatives of the Union to discuss the impact of the change on the work force.

If, after using attrition, reduction in the workforce is unavoidable, terminated employees will be entitled to severance pay, provided:

1. the employees have not refused to exercise seniority rights to claim other available jobs within the bargaining unit;

2. the employees have not rejected reasonable alternative employment which the Company may offer to employees;
3. the employees remain available for work until the designated date of termination; and,
4. the employees, by virtue of performance or actions prior to or during the notice period of termination, are not discharged for just cause.

Effective February 1, 2004, severance pay will be calculated on the basis of two (2) weeks pay plus two (2) weeks' pay per year of service.

The severance pay resulting from the above formula will be multiplied by 1.15. For the purpose of this calculation, a week's pay is defined as 40 hours pay at the employee's straight time basic wage rate at the time of termination. Partial years of service will be pro-rated for the calculation of severance payments and such payments will be subject to statutory deductions.

Should the Company be required by law or otherwise to make any payment by reason of layoff or termination of any employee exclusive of:

- earned vacation pay
- pension payments
- sickness or disability insurance payments
- workers compensation

Such payments shall be deducted from the severance payment provided herein.

- 14.17 In the event of a layoff, temporary employees shall be laid off first, probationary employees shall be laid off next, and thereafter layoffs shall be in accordance with plant seniority, provided that, in the opinion of the Company, the employees affected are of equal skill, competence, efficiency, reliability, and the last employee laid off shall be the first re-hired, all subject to the limitations set out in this Article. Opinions by the Company shall not be exercised in an arbitrary or unfairly discriminatory manner.

## **LAYOFFS**

- 14.18 In the event of a layoff, if a senior employee wishes to transfer to another job, and the Company feels that their skill, competence, efficiency, reliability and willingness are

sufficient to justify the transfer, arrangements for such transfer will be made wherever possible.

- 14.19 Employees who have been laid off due to lack of work and subsequently re-employed will have their length of service determined by the actual time they have been on the Company's payroll, provided such employees return to work when notified, and subject to the conditions of subsections 14.20 and 14.21 below.
- 14.20 Employees laid off due to lack of work retain recall rights for a period of twelve (12) months from date of layoff. Provided that, if an employee is off the payroll for a continuous period of twelve months or more by reason of layoff caused by an extended period of depressed business conditions, the operation of this clause may be waived on agreement between the Company and the Union. Laid off employees will be recalled as set out in Article 14.17.
- 14.21 Any employee who has been laid off and retains recall rights, and who is notified to return to work will lose these recall rights unless the employee notifies the Company within 5 days that they are intending to return to work, and unless the employee returns

to work as soon as possible after receiving notice, and in any event within 7 days after the mailing or other communication of such notice.

- 14.22 In the event of a layoff due to lack of work for a continuous period which exceeds twelve months, the laid-off employee will be terminated and be entitled to severance pay as provided in 14.16 above. In the hiring of new employees, preference shall be given to those former employees who have had seniority and who have applications for reemployment on file. This preference shall be given subject to conditions respecting skill, competence, efficiency, and reliability.
- 14.23 Employees that are laid off will be eligible to maintain medical, dental and life insurance coverage while on recall for up to a period of six months after the date of lay-off, provided that the employee maintains the employee and company premiums for such coverage.



## **ARTICLE XV**

### **BULLETIN BOARDS**

- 15.01 The Union will be granted by the Company the use of certain bulletin boards to be designated by the Company for posting notices, provided, however, such notices are first submitted to the Management for approval. Neither the Company nor the Union shall make any change in such notices thereafter and no notice shall be posted except on such boards. 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.

## **ARTICLE XVI**

### **SAFETY AND HEALTH**

- 16.01 The Company agrees that the Union may appoint two representatives on the Safety Committee and that these representatives shall be notified in advance of meetings of this committee which have been called for purposes of safety or to investigate accidents involving injury to employees.

The Company agrees to provide to the designated Health and Safety Committee and the employees the generic names of all nonproprietary substances known to Management used in association with the employees' work site. The Company will also cooperate with the Health and Safety Committee and continue to develop and disseminate to employees and the Health and Safety Committee information regarding known hazardous substances present at the work sites and to advise the Health and Safety Committee and the employees of measures and safety precautions intended to protect their health and safety.

## **ARTICLE XVII**

### **LEAVE OF ABSENCE**

- 17.01 At the Company's discretion as to whether leave is to be granted in any particular case and what length such leave is to be, and upon presentation of the circumstances, up to three days' leave with pay to employees who suffer a bereavement in their immediate family (father, mother, brother, sister, spouse, parent-in-law, grand-parent, son, daughter, daughter-in-law, son-in-law or grandchild of the employee and the employee's spouse) may be granted.

If any employee who is on vacation suffers a bereavement in their immediate family, as described above, the employee will be eligible for a bereavement leave which may be taken as an extension of their vacation period or at a later date without additional vacation pay.

17.02 **(a)** Upon the written application of the Union, a leave of absence without pay will be granted in order to engage in the business of the Union provided that,

**(i)** Leave under this provision shall not exceed six (6) employees at any one time nor shall it total more than 30 calendar days per employee, at any one time.

**(ii)** Notification is given one week prior to the period in which the absence is to be scheduled.

**(iii)** Such leaves can be granted without additional cost or penalty to the Company.

**(iv)** The Company reserves the right to refuse leave to a particular individual when the granting of such leave would interfere with the operation of the Company.

It is agreed that an employee covered by the above provision will continue to be paid base wages plus shift differential where applicable, and the Union will be invoiced for this amount.

In the application of this provision, the Union shall determine what constitutes Union business.

**(b)** Upon the written application of the Union, an employee who is elected or appointed by the Union to act on its behalf in full-time Union work shall be granted a leave of absence without pay for the term of such office but not to exceed one year, provided that,

**(i)** Only one such leave of absence shall be in effect at any time.

**(ii)** Request for leave is given a minimum of one month prior to the period in which the absence is to be scheduled.

**(iii)** Such leaves can be granted without additional cost or penalty to the Company, and will be governed by the administrative provisions of the Company's personnel policy on Leaves of Absence beyond 30 days.

(iv) The Company reserves the right to refuse leave to a particular individual when the granting of such leave would interfere with the operation of the Company.

(v) Vacancies created by granting a leave of absence under this provision shall be considered temporary vacancies as described in Article XIV - Seniority, and vacancies can therefore be filled by upgrading within the shift.

An employee granted a leave of absence under this provision shall continue to accumulate plant seniority, but not Company service, during this leave of absence. However, an employee will not be entitled to exercise seniority on return from such leave of absence against a vacancy, which has been filled during their absence, but while on leave of absence will be given consideration for a promotional vacancy.

(c) The Company agrees to pay up to 850 hours per annum of time incurred by the Union for a replacement resulting from a Leave of Absence for Union business. Time for activities deemed by the Union to be mutually beneficial to both parties may also be applied towards this 850 hour provision. The Union agrees to provide Management

with an accountability of hours used for such purposes when requested by Management.

- 17.03 When a member of local 848 becomes a non-maternal parent, either by birth or adoption, and the employee is scheduled to work on the day of the baby's birth or arrival, the employee may request a 1-day leave of absence with pay on that day. A supervisor can grant the 1-day leave of absence provided the shift can be covered. If birth of the child occurs on an already scheduled day off (i.e. vacation, 9 days off, scheduled day off) then no leave of absence with pay shall be granted and no additional pay or time off in lieu will be granted.

## **ARTICLE XVIII**

### **PERSONAL HARASSMENT**

18.01 The Company, Sarnia Refinery, and Local 848 of the Communications, Energy & Paperworkers Union equally share the objective of creating a working environment free of unlawful harassment or discrimination.

To this end, all employees are encouraged to know the respective Corporate and Union policies covering Personal Harassment and Discrimination. Company representatives and Union Executive members will provide copies of the policies upon request.

## **ARTICLE XIX**

### **TERMINATION**

19.01 The Parties agree that the Collective Agreement shall be renewed for a period of three (3) years from February 1, 2010 to January 31, 2013. This agreement shall continue in force from year to year thereafter unless in any year not more than one hundred and twenty (120) days, and not less than thirty (30) days before the date of its termination, either party shall furnish the other with notice of termination of, or proposed revision of, the agreement.

Memorandum of Settlement  
Between Shell Canada Limited (Sarnia Refinery and  
Chemical Plant) and the C.E.P.U., Local 848  
February 1, 2010 to January 31, 2013

Signed and agreed to this 15<sup>th</sup> day of July, 2010, in Sarnia, Ontario.


Shell Canada Limited  
(Sarnia Refinery & Chemical Plant)

For the Company:

  
Kerry Margetts, General Manager

  
Chris Harrison

  
Jen Reid

  
Mike Culliton


  
Brad Basso

  
Rob Lyon


  
Arnold Spiers

Local 848,  
Communications, Energy and  
Paperworkers Union of Canada

For the Union:

  
Mark Mathewson, President

  
Rick Harris, Vice president

  
Mike Emchuk

  
Dan Hennaert

  
Al Gates

  
Cory Sommise

  
National Representative, C.E.P.U.

  
Jim May



**SHELL CANADA PRODUCTS LIMITED**  
(Sarnia Refinery)

**Schedule "A" Rates of Pay**

	Feb 1/10 2.5%	Feb 1/11 3.0%	Feb 1/12 3.25%
<b>PRODUCTION UNITS</b>			
Senior Process Operator	44.98	46.33	47.83
Assistant Operator - Phase 7	42.95	44.24	45.67
Assistant Operator - Phase 6	38.06	39.20	40.47
Assistant Operator - Phase 5	35.59	36.66	37.85
Assistant Operator - Phase 4	33.75	34.76	35.89
Assistant Operator - Phase 3	32.24	33.21	34.29
Assistant Operator - Phase 2	29.48	30.36	31.35
Assistant Operator - Phase 1	28.51	29.37	30.32

	Feb 1/10 2.5%	Feb 1/11 3.0%	Feb 1/12 3.25%
<b>DISPATCHING</b>			
Senior Dispatching Operator	44.98	46.33	47.83
Assistant Operator - Phase 7	42.95	44.24	45.67
Assistant Operator - Phase 6	38.06	39.20	40.47
Assistant Operator - Phase 5	35.59	36.66	37.85
Assistant Operator - Phase 4	33.75	34.76	35.89
Assistant Operator - Phase 3	32.24	33.21	34.29
Assistant Operator - Phase 2	29.48	30.36	31.35
Assistant Operator - Phase 1	28.51	29.37	30.32

	Feb 1/10	Feb 1/11	Feb 1/12
	2.5%	3.0%	3.25%
<b>STEAM PLANT</b>			
Shift Engineer	47.23	48.65	50.23
Senior Utilities Operator	44.98	46.33	47.83
Assistant Operator - Phase 7	42.95	44.24	45.67
Assistant Operator - Phase 6	38.06	39.20	40.47
Assistant Operator - Phase 5	35.59	36.66	37.85
Assistant Operator - Phase 4	33.75	34.76	35.89
Assistant Operator - Phase 3	32.24	33.21	34.29
Assistant Operator - Phase 2	29.48	30.36	31.35
Assistant Operator - Phase 1	28.51	29.37	30.32

	Feb 1/10	Feb 1/11	Feb 1/12
	2.5%	3.0%	3.25%
<b>LABORATORY</b>			
Senior Laboratory Analyst	41.93	43.19	44.59
Laboratory Analyst - Phase 6	38.06	39.20	40.47
Laboratory Analyst - Phase 5	35.59	36.66	37.85
Laboratory Analyst - Phase 4	33.75	34.76	35.89
Laboratory Analyst - Phase 3	32.24	33.21	34.29
Laboratory Analyst - Phase 2	29.48	30.36	31.35
Laboratory Analyst - Phase 1	28.52	29.38	30.33

	Feb 1/10 2.5%	Feb 1/11 3.0%	Feb 1/12 3.25%
<b>MAINTENANCE</b>			
Crew Leader	47.24	48.66	50.24
Journeyperson	42.95	44.24	45.67
Class I Mechanic	38.06	39.20	40.47
Class II Mechanic	35.59	36.66	37.85
Class III Mechanic	33.75	34.76	35.89
Class IV Mechanic	32.24	33.21	34.29
Class V Mechanic (Jr.Mechanic)	29.48	30.36	31.35
Class VI Mechanic (Utility)	28.52	29.38	30.33
Regular Labour	26.93	27.74	28.64

	Feb 1/10 2.5%	Feb 1/11 3.0%	Feb 1/12 3.25%
<b>CHEMICAL PLANT OPERATIONS</b>			
Chemical Plant Operator	40.66	42.72*	44.11
Phase 5	38.09	39.23	40.51
Phase 4	35.31	36.37	37.55
Phase 3	32.52	33.50	34.59
Phase 2	30.01	30.91	31.92
Phase 1	27.54	28.37	29.29

\* based on one time increase of 2%

	Feb 1/10	Feb 1/11	Feb 1/12
	2.5%	3.0%	3.25%

**FINISHED PRODUCT HANDLING**

FPH Lead Incumbent	39.22	40.40	41.71
FPH Specialist Incumbent	34.46	35.49	36.65
FPH Phase 2 Incumbent	31.35	32.29	33.34
Phase 3 Specialist	29.96	30.86	31.86
Phase 2	26.22	27.01	27.88
Phase 1	22.47	23.14	23.89

# APPENDIX

## LETTERS OF UNDERSTANDING PAGE

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LETTER OF UNDERSTANDING BETWEEN SHELL CANADA LIMITED (SARNIA REFINERY) AND LOCAL 848 OF THE COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION

SUBJECT: TRANSFER OF PERSONNEL FROM OPERATIONS TO MAINTENANCE

In the spirit of understanding that the Maintenance department needs to fill the vacancies with qualified people and that there could be a time when someone in Operations would like to transfer into Maintenance department, the company and the union agree to fill vacancies in the maintenance department under the following guidelines:

1. Maintenance Department vacancies will be filled on a 1 to 2 ratio. First transfer from the Bargaining Unit and the next two from outside the Plant.
2. If there is an internal posting and no one from within the Bargaining Unit applies, this will count as a Bargaining unit transfer.
3. Operations personnel selected for Maintenance vacancies will be transferred at the Junior Mechanic rate provided the individual has in excess of 2 years service. Rates below the Junior Mechanic will remain in effect.
4. If unforeseen problems arise in the functioning of this agreement, a Company/Union meeting will take place to settle the differences.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS LETTER TO BE EXECUTED THIS TWENTY SIXTH DAY OF JULY 2007.

For the Company:

For CEP Local 848:



Marc Mageau, General Manager



S. Rumbold, President-CEP Local 848



Letter of Understanding with respect to:

**Shift Change**

Date originally signed:

May 31, 1978

**SUBJECT:**

**CLAUSE 11.09 (e)**

**NOTE RE: CLAUSE 11.09 (e)**

As agreed during our 1978 Refinery Negotiations, this is to confirm our mutual understanding that:

"Where an employee receives a shift change on the first day of a pay period that was, up to the time of the actual shift change, originally scheduled to be an 8-day or a 9-day pay period, regular days worked in excess of eight or nine on the new schedule shall be considered as days-off for the purpose of payment."

**Originally signed by:**

For the Company:

Agreed to by Local 9-848 O.C.A.W.

J. C. Fisher, Refinery Manager

Richard Perry - President

**Re-signed on February 13, 1990**

For the Company:

For the Union:

G. G. Myers, Refinery Manager  
C.E.P.U.

S. Rumbold, President-Local 848

**RE-SIGNED ON August 7, 2001**

For the Company:

For the Union:

  
\_\_\_\_\_  
Peter St. George, General Manager

  
\_\_\_\_\_  
S. Rumbold, President-Local 848 C.E.P.U.

**LETTER OF UNDERSTANDING BETWEEN SHELL CANADA LIMITED  
(SARNIA REFINERY) AND LOCAL 848 OF TILE COMMUNICATIONS,  
ENERGY AND PAPERWORKERS UNION.**

---

This is to confirm our understanding agreed to at the time of signing of the Memorandum of Settlement that:

**SECTION 1: UNDERSTANDINGS CONCERNING TEMPORARY OPERATOR PROMOTIONS**

- a. All Phase 7's, including the Designated Phase 7, will receive the Senior Operator pay when working in the Board Operator position.
- b. In filling Temporary Operator vacancies for periods in excess of 30 days, the individuals who accept such Temporary Operator promotions will have the full rights of a regular Operator, i.e. their basic pay will be at the Operator rate for all hours worked, including Statutory Holidays and Company benefits. They will also be classified as Operator for the purpose of overtime distribution, and cannot be bumped for any reason until they revert back to their former classification.

**SECTION 2: QUALIFYING FOR PHASE 7**

The trainee will spend 2 cycles or 48 shifts training on the board with the Senior Operator when there is a spare or when the trainee has spare time while on their shift. In addition, the trainee must spend 15 continuous shifts as the Board operator. An experienced Operator must be available as a spare, when the trainee is working as the board Operator for the 15 shifts.

Additional training modules will be provided for training as a Phase 7.

Examples may include the following:

- Understanding of the role of Senior Operator as per SOTIS documents
- Comprehensive module of questions including some generic material about processes i.e. safety, environmental laws, ESP, DCS, etc. as well as area specific material from our training system.
- Train with Area Training Coordinator, Operations Coordinator and Operation Shift Coordinator on "what if" scenarios.

Successful completion of both a written and oral exam.

Once a person has achieved their Phase 7 it is important that they receive concentrated board time. Therefore the Phase 7 will be given 30 shifts on the board in the first year of qualification. To help facilitate these shifts, if there is a senior Phase 7 on the board they may have the junior person work the board providing both are paid Senior Operator rate.

If the person cannot achieve the 30 shifts in the first 12 months, the company will make the necessary arrangements to ensure the training is complete.

The company recognizes continuous training is necessary and as past practice dictates, they will, under every best effort work with the Senior

Operators on their crew to ensure that each Phase 7 receives a minimum of 12 shifts on their respective boards each year.

The Sr. Operator will develop and submit Phase 7 training schedule to their supervisor by January 15 each year.

**PHASE 7 Additional Training**

**THE FOLLOWING TRAINING IS NOT A PREREQUISITE TO BECOMING A PHASE 7.**

Leadership courses such as those provided by Sarnia IEC. The Training Department will recommend the courses to the Line Department.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS LETTER TO BE EXECUTED THIS TWENTY SIXTH DAY OF JULY, 2007.**

For the Company:

For CEP Local 848



Marc Mageau, General Manager



S. Rumbold, President - Local 848 C.E.P.U.

LETTER OF INTENT TO MEMORANDUM OF AGREEMENT entered into the 21st day of April, 1988, between Shell Canada Products Limited (Sarnia Refinery) and Local 848 of the Energy & Chemical Workers' Union.

---

### **SAFETY, HEALTH & INDUSTRIAL RELATIONS TRAINING**

As part of the Collective Agreement dated February 1, 1988, to January 31, 1990, the Company agrees to contribute monies to the Union for training solely in the areas of Safety, Health & Industrial Relations. Such training will be supportive of the Company's initiatives in these areas and will enhance Union/Management relations.

Contributions shall be calculated on the basis of \$60 per annum per bargaining unit member, calculated annually January 31, and paid in quarterly installments to the Fund.

The Union agrees that the monies so collected shall be applied primarily for the training of Shell employees working at the Sarnia Refinery.

The Union agrees to provide a Fund audit on request.

Training carried out under this Fund will be subject to the Leave of Absence provisions contained in the Collective Agreement.

FOR E.C.W.U. LOCAL 848 - R. Taylor

FOR SHELL CANADA PRODUCTS LIMITED: (Sarnia Refinery) - G. G. Myers

#### **Revision #1: October 6, 1997:**

Local 848 of the C.E.P. recognizes Shell Canada's desire to have more input into the development and utilization of this fund. It is therefore agreed that the Union will support Shell Canada Limited in its desire to be represented on, once established, an "Employer's Advisory Council". Shell Canada is prepared to liaise with SHIRT fund Administrator in establishing such a Council.

The primary purpose of the Advisory council would be to recommend the type and frequency of training programs to be offered through the SHIRT Fund.

This Memorandum will be considered part of the Sarnia Refinery Collective Agreement for the life of this Agreement, with the proviso however, that either party may cancel the Fund within 30 days prior to February 1, 2001, by giving written notice to the other party.

#### **DATED: October 6, 1997**

For the Company:

J. Beauchamp, Shell Canada Products

For the Union:

S. Rumbold - Local 848 C.E.P.U.

#### **Revision #2: August 7, 2001:**

Local 848 of the C.E.P.U. agrees to provide to the Company a detailed audit of training courses, associated costs and related benefits achieved by Local 848 members from the **HEALTH, SAFETY AND INDUSTRIAL RELATIONS TRAINING FUND (HSIRT Fund)** upon written request from the Company.

This Letter of Intent will be considered part of the Sarnia Refinery Collective Agreement for the life of this Agreement, with the proviso however, that either party may cancel the Fund within 30 days prior to February 1, 2004, by giving written notice to the other party.

**Signed on August 7, 2001**

For the Company:

  
Peter St. George, General Manager

For the Union:

  
S. Rumbold, President-Local 848 C.E.P.U.

  
Gary Leedale, Human Resources Manager

  
C. Fraser, National Representative - C.E.P.U.

Dated : October 18th, 1995

With Revisions Incorporated on August 7, 2001

**LETTER OF UNDERSTANDING RE: DAY ASSIGNMENT ALLOWANCE**

The parties agree that, effective January 1, 1991, a shift worker as defined in Article 11.02 who is removed from his/her normal cycle and who is assigned to a temporary day schedule, shall receive a Day Assignment Allowance equivalent to five percent (5%) of his/her regular, straight time hourly rate for the duration of the day assignment during normal day working hours per Article 11.05 (b) (vii).

It is further agreed that this allowance is a special payment and will not be included in computing overtime.

**Originally signed by:**

For the Company:

Sam Spanglet, Refinery Manager

For the Union:

S. Rumbold, President-Local 848 C.E.P.U.

**Re-signed on October 6, 1997**

For the Company:

Jacques Beauchamp, Refinery Manager

For the Union:

S. Rumbold, President-Local 848 C.E.P.U.


**RE-SIGNED ON August 7, 2001**

For the Company:



Peter St. George, General Manager

For the Union:



S. Rumbold, President-Local 848 C.E.P.U.

**LETTER OF INTENT ENTERED INTO THIS 8TH DAY OF APRIL 1991,  
BETWEEN SHELL CANADA PRODUCTS LIMITED (SARNIA REFINERY)  
AND LOCAL 848 OF THE ENERGY & CHEMICAL WORKER S UNION**

Shell Canada Products Limited (Sarnia Refinery) and Local 848 of the Energy & Chemical Workers' Union agree to introduce the classification of Crew Leader in the Maintenance Department at a rate of \$25.31, which is 10% above the current Journeyperson rate.

This classification will be used for Journeypersons who are being assigned, on a temporary basis, certain duties and responsibilities of a Foreman during vacation coverage, shutdowns, or other special assignments that, in the opinion of management, require the designation of a Crew Leader.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS LETTER OF INTENT TO BE EXECUTED THIS 8TH DAY OF APRIL, 1991.

**Originally signed by:**

For the Company:

Tim Bancroft for:  
Jack King, Refinery Manager

For the Union:

S. Rumbold,  
President-Local 848 C.E.P.U.

**RE-SIGNED ON August 7, 2001**

For the Company:

  
\_\_\_\_\_  
Peter St. George, General Manager

For the Union:

  
\_\_\_\_\_  
S. Rumbold, President-Local 848 C.E.P.U.

**LETTER OF INTENT ENTERED INTO THIS 26th DAY OF JULY, 2007,  
BETWEEN SHELL CANADA PRODUCTS LIMITED (SARNIA REFINERY) AND  
THE ENERGY AND CHEMICAL WORKERS UNION LOCAL 848**

**SUBJECT: Transfer From One Department to Another**

Operations, Dispatching, Utilities or Laboratory personnel selected for vacancies in any of these departments will be transferred at the Phase 3 rate, provided that the individual has in excess of two years' service.

Transfer of personnel from Operations, Dispatching, Utilities or Laboratory to Maintenance will be in accordance with Letter of Understanding #1 executed the 26th day of July 2007.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS  
LETTER OF INTENT TO BE EXECUTED THIS 26th DAY OF JULY, 2007.

For the Company:

  
\_\_\_\_\_  
Marc Mageau, General Manager

For the Union:

  
\_\_\_\_\_  
S. Rumbold, President-Local 848 C.E.P.U.



**LETTER OF INTENT TO MEMORANDUM OF AGREEMENT ENTERED INTO THE 27TH DAY OF APRIL, 1994, BETWEEN SHELL CANADA PRODUCTS LIMITED (SARNIA REFINERY) AND LOCAL 848 OF THE COMMUNICATIONS, ENERGY & PAPERWORKERS UNION**

The Company will not contract out work at this location which causes the layoff of any regular employee in the bargaining unit.

In the event of technological change or the permanent closure of all or part of the plant which will result in a permanent work force reduction of employees covered by this agreement, the Company will:

- 1) Attempt to provide other employment for affected employees who, in the opinion of management, have the basic qualifications and aptitude to be considered for vacancies which may exist at that time in other locations within the Company and provide training or retraining for employees placed in new jobs.
- 2) Provide rate protection for employees who are "downgraded" by "red circling" their rate for one year after which management will assign an appropriate progression step for the employee.
- 3) Discuss relocation assistance that could be made available for employees being transferred to other locations within the Company.
- 4) Meet with representatives of the Union to review the work being performed at that time in the Refinery, including work of contractors, and discuss alternatives that could create the potential of retaining employees in revised or new roles. Any job opportunities and retraining costs created through this process, must be, in the opinion of the Company, cost effective and otherwise desirable to the Company.

The terms and conditions of this letter will automatically renew unless representatives of either party serve written notice to terminate this letter. Such notice must be given at least sixty (60) but not greater than ninety (90) days prior to the expiry date of the Agreement signed between the parties at this location.

**Originally signed by:**

For the Company:

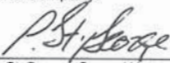
Sam Spanglet for:  
Jack King, General Manager

For the Union:

S. Rumbold,  
President-Local 848 C.E.P.U.

**RE-SIGNED ON August 7, 2001**

For the Company:

  
\_\_\_\_\_  
Peter St. George, General Manager

For the Union:

  
\_\_\_\_\_  
S. Rumbold, President-Local 848 C.E.P.U.

**Letter of Understanding between Shell Canada Limited (Sarnia Refinery and Chemical Plant) and local 848 of the Communications, Energy and Paperworkers Union.**

**SUBJECT: COMPETITIVE PREMIUM COMPONENT INCORPORATED INTO BASE WAGE RATES (SCHEDULE "A" RATES)**

The Company and the Union recognize that to remain competitive within our industry requires a flexible workforce.

In keeping with the Company's goal to provide a competitive level of pay while continuing to make changes it deems necessary to achieve flexibility and productivity gains, it is prepared to continue to provide a wage component in this regard.

**NOW THEREFORE, THE PARTIES HAVE AGREED THAT:**

1. Effective February 1, 2001, the current amount of the competitive premium (\$1.018 per hour) will be incorporated into the following base wage rates (Schedule 'A' rates). This incorporation will be calculated prior to the application of the agreed February 1, 2001 general adjustment to hourly rates.

**Schedule "A" Wage**

<b><u>Rates Category</u></b>	<b><u>Positions</u></b>
Production Units	Assistant Operator - Phase 3 and above
Dispatching	Assistant Operator - Phase 3 and above
Steam Plant	Assistant Utilities Operator - Phase 3 and above
Maintenance Department	Class V Mechanic and above, including Crew Leader
Laboratory	Laboratory Analyst - Phase 3 and above

2. The parties acknowledge that the competitive premium, has been applied and appropriately paid for all hours worked by Local 848 members in the classifications listed in item #1 above. This includes working hours that have or will have occurred between February 1, 2001 and the actual effective date of incorporation of the premium into base wage rates (Schedule 'A' rates).

Accordingly, the current value of the competitive premium (\$1.018 per hour) will be *excluded* from the calculation of retroactive pay amounts owing after finalization of the Collective Agreement for the February 1, 2001 to January 31, 2004 contract term.

However, the value of the agreed general adjustment to hourly rates for February 1, 2001, when applied to the current value of the competitive premium, will be included in the calculation of retroactive pay amounts owing.

3. In no way will the incorporation of the Competitive Premium amount into the basic, Schedule 'A' wage rates be interpreted as restricting the Company's current or future ability to determine the work or content of any job classification or to otherwise exercise its Management Rights as outlined in the collective agreement.

4. Coincident with the incorporation of the complete premium amount into base wage rates in Schedule "A", the two existing Letters of Understanding between the parties with respect to the competitive premium become redundant and are cancelled. For clarity, these two letters are:

- Letter of Intent with subject "Competitive Premium (April 21/97)" dated October 6, 1997 and printed on page 87 of the collective agreement booklet for the 1997 - 2001 contract period.
- Letter of Understanding with subject "Competitive Premium Lab Analyst dated September 15, 1997 and printed on page 90 of the collective agreement booklet for the 1997 - 2001 contract period.

5. In recognition of the wage adjustment made in the 2010 collective agreement, all Chemical Plant Operations department employees will be responsible for Minor Maintenance by Operators as contemplated in this Letter of Understanding.

**Originally signed by:**

For the Company:

Peter St.George, Refinery Manager

For the Union:

Steve Rumbold, President Local 848 C.E.P.U.

**RE-SIGNED on August 25, 2010**

For the Company:

  
Kerry Margetts, General Manager

For the Union:

  
Mark Mathewson, President Local 848 C.E.P.U.

LETTER OF UNDERSTANDING

JANUARY 1997

**SUBJECT: PHASE REALIGNMENT IN DISPATCHING DEPARTMENT**

A review was made of the progression system in Dispatching, by the Joint Union/ Management Dispatching Phase Realignment Committee, which resulted in the following proposals:

1. The system of job rotation as originally proposed in 1977 will continue unchanged.
2. The training module progression system has been revised including the Biotreater Operator requirements. Those employees in Dispatching currently between phase levels 2 and 5 inclusive will remain in the existing system of phase alignment and remain qualified to operate the Biotreater having attained phase 3. Those employees are listed as follows: Wayne Horvath, Kevin McCallum, Dave Miner, Bill Picard, Ed Stinson, George Tancrede, Dave Tuckey and Peter Vanwijnen.
3. The time frames for advancement will remain as existing, consistent with Clause 14.11 of the Agreement.

**Signed by:**

For the Company:

Jacques Beauchamp, General Manager,  
March 20, 1997

For the Union:

S. Rumbold, President-Local 848 C.E.P.U.,  
January 21, 1997

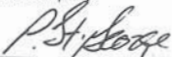
**Revision # 1, August 7, 2001**

Revised to delete the following names from item # 2 in the text of the letter above:

Wayne Horvath, Dave Miner, Bill Picard, Ed Stinson, George Tancrede, Dave Tuckey and Peter Vanwijnen

**RE-SIGNED ON August 7, 2001**

For the Company:



Peter St. George, General Manager

For the Union:



S. Rumbold, President-Local 848 C.E.P.U.

Dated : December 1, 1996

**LETTER OF UNDERSTANDING RE: OPERATIONS TRAINER PAY RATE**

The parties agree that for those employees assigned to the Trainer role, he/she will receive a premium of 10% over the greater of their progression rate or the Operator rate for the duration of this assignment. If this same employee fills an operating role for overtime coverage or is temporarily reassigned to a normal shift position from the Trainer role, his/her progression rate of pay will apply for payroll purposes.

**Originally signed by:**

For the Company:

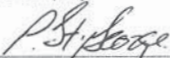
J. Beauchamp, General Manager

For the Union:

S. Rumbold, President-Local 848 C.E.P.U.

**RE-SIGNED ON August 7, 2001**

For the Company:



Peter St. George, General Manager

For the Union:



S. Rumbold, President-Local 848 C.E.P.U.

**LETTER OF UNDERSTANDING BETWEEN SHELL CANADA LIMITED  
(SARNIA REFINERY) AND LOCAL 848 OF THE COMMUNICATIONS,  
ENERGY AND PAPERWORKERS UNION.**

**SUBJECT: OPERATOR ENHANCED SKILLS - PROCESS, DISPATCHING  
AND UTILITIES DEPARTMENTS**

**WHEREAS:**

The Company and the Union recognize that to remain competitive within our industry requires a skilled and fully committed workforce.

In keeping with the Company's goal to provide a competitive level of pay while continuing to make changes it deems necessary to achieve flexibility and productivity gains, it is prepared to introduce an adjustment to wage rates for certain job classifications and to implement a program of Operator Enhanced Skills in the Process, Utilities and Dispatching Departments.

**NOW, THEREFORE, THE PARTIES HAVE DISCUSSED AND AGREED AS  
FOLLOWS:**

**1. PHILOSOPHY**

Enhanced skills are a diverse set of skills that can be utilized on shift by operators that will improve the refinery's safety, environment and overall business performance. The Operator Enhanced Skills concept provides operators the opportunity to learn new skills and have a broader participation in the refinery operation. The concept of enhanced skills will be based on single point accountability however all operators will participate and support the entire crew to complete the activities and achieve their objectives. Opportunities will also exist to use these skills on day assignments.

In the context of the Operator Enhanced Skills program (ES program), the term "single point accountability" is the accountability of a designated individual for a particular area of responsibility. The individual is responsible to ensure that the required systems and tools are in place and that the activities are completed, although he or she may require the support of crew members to complete the tasks.

**2. PREMISES**

Enhanced skill focal point responsibilities will be taken on by all Phase 7's, including Designated Phase 7's (D-7's) and Temporary Designated Phase 7's (TD-7's).

Senior operators will not be focal points. However, consistent with their current leadership role, they will assume the overall leadership of the Enhanced Skill program for the crew. The Senior Operator will provide overall guidance of the ES program and, as required, will make decisions on how the work will be completed on each shift.

ES skill focal points (Phase 7's) will work across department boundaries when required and appropriate. Assistant Operators at Phase 6 and below will support the Phase 7 ES focal point in the completion of the activities required on each shift. ES skills will primarily be applied on shift. However, based on the needs of the business, assignment to days will be handled on a posting basis (posted for those with the appropriate Enhanced Skill) or on a rotation basis so the day assignment opportunities can be distributed. This is not intended to restrict day assignments and/or special assignments to phase 7's only.

### **3. COMPETITIVE PAY**

In contemplation of the introduction of the Operator Enhanced Skill program and in order to reflect a competitive rate of pay, the Phase 7 Schedule "A" wage rate will be increased by \$1.20 per hour, retroactive to February 1, 2001. The agreed general adjustment to wage rates for February 1, 2001 will be applied to this amount. No additional wage premiums will be paid at anytime for the ES skills. An ES focal point who is temporarily moved to a day assignment for short durations will be entitled to receive the Day Assignment Allowance.

Senior Operators who are active employees on the date of ratification of the collective agreement for the 2001 to 2004 contract term will receive a one time, lump sum payment in the amount of \$500.00 in recognition of their ongoing crew leadership role.

### **4. ENHANCED SKILLS**

Operating the units safely and at optimum targets will continue to be the operator's prime

responsibility. The ES focal point will be expected to acquire the necessary knowledge base and skills to execute the required tasks with the support of the entire crew. MMBO (minor maintenance by operators), laboratory work, weekend safety/environment audits, lube oil checks, winterization and any other tasks currently performed by all operators will not change as a result of the implementation of the Operator Enhanced Skills program.

The Enhanced Skills have been defined as Safety, Environment/Energy, Reliability, Administration, Training and Inventory Management. Based on the number of phase 7's on a crew, it may not be possible to fill all ES skills at one time. Certain ES positions will be filled on a priority bases.

Periodic reviews of the ES Program will occur to assess its ongoing effectiveness.

### **5. IMPLEMENTATION TIMING**

The target is to have all Enhanced Skills training modules fully developed within six months from the date of ratification of the collective agreement for the 2001 to 2004 contract term. The Company will allow one year from the date of ratification of the collective agreement for current employees to qualify, by written test and by demonstrated skills, to obtain their ES role. Operators who fail to achieve this requirement will be placed on a performance improvement program except where the company failed to provide the necessary resources to meet the timelines stated above.

It is in the best interest of both the Union and the Company that the ES skills are achieved as quickly as possible once the scope and training needs are defined.

### **6. ES IMPLEMENTATION TASK FORCE**

A task force is to be established to develop appropriate implementation details of the ES skills program. The task force will be composed of both union and management representatives. It will regularly report on its progress to the Union / Management Dialogue Group and will make its final implementation recommendations to management within 3 months of contract ratification.

In the event that the task force is unable to develop an implementation plan, the Company reserves the right to define the details and implement the program.



## TYPICAL ENHANCED SKILLS DUTIES:

The following provides a listing of the typical duties for each of the six ES areas. The intent of the list below is to provide specific examples of the types of activities necessary to meet the objectives of the Operator Enhanced Skills program as defined in the philosophy statement in item # 1 above.

Enhanced Skill Type	Typical Areas of Responsibility
<b>Safety</b>	<ul style="list-style-type: none"><li>• SIRS incident reports, action items and system updates</li><li>• Provide initial investigation/info gathering after an incident</li><li>• Second signature on safe work permits including vessel and confined space entries in accordance within the site safe work practices</li><li>• OH&amp;S Act knowledge (not expert)</li><li>• Inventory, audit and replace fire/safety and emergency response equipment</li><li>• Weekly test of PIV's on fire water systems</li><li>• Trained to a higher level on fire truck operations and test drive truck on a weekly basis</li><li>• Maintain utilization of fresh air bottles including refilling.</li><li>• Facilitate pre-job hazard reviews when requested.</li><li>• Focal point for crew HSE meetings, maintains action log and minutes</li></ul>
<b>Energy and Environment</b>	<ul style="list-style-type: none"><li>• SIRS incident reports, action items and system updates</li><li>• Provide initial investigation/info gathering after an incident</li><li>• Monitor unit performance for compliance to regulations and operating Certificates of Approval</li><li>• Knowledge of Environment legislation (not expert)</li><li>• Assist in the LDAR program</li><li>• Monitor unit operations and minimize/optimize steam losses, steam balance, fuel gas, natural gas, and flare systems.</li><li>• Understand EII and assist in the generation of the data and develop ways to reduce the EII</li><li>• Focal point for optimizing heater performance, ensuring heater checks are completed.</li></ul>



Enhanced Skill Type	Typical Areas of Responsibility
<b>Energy and Environment</b>	<ul style="list-style-type: none"> <li>• Focal point for cooling water leak searches</li> <li>• Focal point for ISO 14001</li> <li>• Focal point for crew HSE meetings, maintains action log and minutes</li> <li>• Communicates environmental information to crews</li> </ul>
<b>Reliability</b>	<ul style="list-style-type: none"> <li>• Assist mtce with CSI data collection</li> <li>• Focal point for MMBO – maintain and grow program</li> <li>• SIRS incident reports – initial data collection and causal analysis for equipment failures</li> <li>• Keep current and communicate site reliability performance – improvement initiatives/bad actors</li> <li>• Collect data for reliability measurement</li> <li>• Participate in reliability task teams when requested</li> <li>• Focal point for winterization and steam trap mtce.</li> <li>• Focal point for equipment lubrication and checks.</li> </ul>
<b>Administration</b>	<ul style="list-style-type: none"> <li>• Overtime tracking</li> <li>• Overtime meals tracking and auditing</li> <li>• Review and sign paysheets</li> <li>• Capture/record absenteeism</li> <li>• Review and assess feasibility of mutuals, approvals by OSC</li> <li>• Work with HR on admin issues</li> <li>• Prepare vacation schedules for mgt approval</li> </ul>
<b>Training</b>	<ul style="list-style-type: none"> <li>• Write procedures and modules in SOTIS</li> <li>• Update and revise procedures</li> <li>• Assist in preparing, communicating and ensuring sign-off of mechanical awareness documents</li> <li>• Provide training on shift</li> <li>• Develop schedules for training both on and off shift</li> </ul>

Enhanced Skill Type	Typical Areas of Responsibility
Training	<ul style="list-style-type: none"> <li>Record operator training, maintain records</li> </ul> <p>Trainers would be assigned to days depending on workload and training needs for periods of time</p>
Inventory Management	<ul style="list-style-type: none"> <li>Monitor and control chemical and catalyst consumption</li> <li>Operations focal point for Betz and other chemical suppliers</li> <li>Ordering chemicals, tools, supplies</li> <li>Monitor unit performance versus chemical type and consumption</li> </ul>

#### 7. PROVISIONS FOR FUTURE CHANGES TO ES SKILL TYPES / GROUPINGS

This letter and the above-referenced adjustment to Phase 7 Schedule "A" wage rates shall in no way be interpreted as restricting the Company's current or future ability to determine the work or content of any job classification or to otherwise exercise its Management Rights as outlined in the collective agreement.


The parties agree, however, that any future proposals for changes to the Operator Enhanced Skills program at this location will be tabled with the Union / Management Dialogue Group and an opportunity for full dialogue on the proposed changes will be provided.

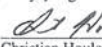
**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS LETTER TO BE EXECUTED THIS SEVENTH DAY OF AUGUST, 2001.**

Shell Canada Limited (Sarnia Refinery)      Local 848, C.E.P.U. of Canada

For the Company:

  
Peter St. George, General Manager

  
Kerry Margetts

  
Christian Houle

  
Alain Brostean

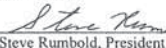
  
Gary Leedale

  
Rob Taylor

  
Tom McLaughlin


  
Bob Webster

For the Union:

  
Steve Rumbold, President

  
Ray Matheson

  
Jeff Boninger

  
Mike Franchuk

  
Dan Hennart

  
Dan Simon

  
Witnessed for the C.E.P.U.  
Carol Fraser, National Rep., C.E.P.U.

**LETTER OF UNDERSTANDING BETWEEN SHELL CANADA LIMITED  
(SARNIA REFINERY) AND LOCAL 848 OF THE COMMUNICATIONS,  
ENERGY AND PAPERWORKERS UNION.**

**SUBJECT: MAINTENANCE PROGRESSION — RELATED TASKS**

**WHEREAS:**

The Company and the Union recognize that to remain competitive within our industry requires a skilled and fully committed workforce. In the context of maintenance activities at this location, the efficiency of the maintenance workforce is critically important. Maintenance efficiency is a function of reliability, planning, scheduling and the availability of a skilled and flexible workforce.

In keeping with the Company's goal to provide a competitive level of pay while continuing to make changes it deems necessary to achieve flexibility and productivity gains, it is prepared to introduce an adjustment to wage rates for Maintenance Journeypersons and to implement a program to increase the involvement of Journeypersons in a number of tasks related to the overall efficiency of the Maintenance function.

**NOW, THEREFORE, THE PARTIES HAVE DISCUSSED AND AGREED AS FOLLOWS:**

**1. PHILOSOPHY**

The maintenance function is task-driven through the utilization of the work order system. Throughout Maintenance, efficiency is a function of the amount of working time that can actually be devoted to the application of the skills and abilities of the members of the workforce ('wrench time'). Wrench time is, itself, a function of accurate and timely job planning, effective scheduling and a flexible workforce. Flexibility is a strategy that enables the improved utilization of people's skills and knowledge without compromising safety or the environment. The current flexibility concept will continue to be developed and enhanced, as required by the Company in order to achieve its goals. The overall measure of success in the maintenance function is the achievement of a high standard of reliability.

**2. PREMISES**

With the goal of increasing the efficiency of the maintenance function at this location, Maintenance Journeypersons will assume responsibility for a number of additional tasks. These task responsibilities fall into the category of reliability.

**3. COMPETITIVE PAY**

In contemplation of the assumption by Journeypersons of the following responsibilities and in order to reflect a competitive rate of pay, the Journeyperson Schedule "A" wage rate will be increased by \$0.47 per hour, retroactive to February 1, 2001. The agreed general adjustment to wage rates for February 1, 2001 will be applied to this amount. No additional wage premiums will be paid on account of the assumption of these responsibilities.

**4. RESPONSIBILITIES**

All Journeypersons will be expected to undertake, on a rotation basis, as appropriate, the following additional activities and responsibilities as part of their normal job:

#### **Within the Reliability Group:**

- Coverage for alarm and trip testing (A&TT) including maintenance/development/implementation of related documentation, procedures and training
- Analyzer maintenance on a routine basis including maintenance/development/implementation of related documentation, procedures and training
- Metering maintenance, including maintenance/development/implementation of related documentation, procedures and training
- Machinery Roving Millwright to have increased involvement in maintenance/development/implementation of repair documentation, procedures and training
- Pipefitters to assume a role in winterization plus other reliability-related piping issues and maintenance/development/implementation of related documentation, procedures and training
- Electrical distribution preventative maintenance, checks and maintenance/development/implementation of related documentation, procedures and training
- Causal analysis is included in the above responsibilities.

#### **5. PROVISIONS FOR FUTURE CHANGES**

This letter and the above-referenced adjustment to Journeyperson Schedule "A" wage rates shall in no way be interpreted as restricting the Company's current or future ability to determine the work or content of any job classification or to otherwise exercise its Management Rights as outlined in the collective agreement. Maintenance Department duties and responsibilities may change over time depending on the needs of the operation and the business.

The parties agree, however, that any future proposals for changes to the duties and responsibilities of the Maintenance Journeyperson classification at this location will be tabled with the Union / Management Dialogue Group and an opportunity for full dialogue on the proposed changes will be provided.


IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS LETTER TO BE EXECUTED THIS SEVENTH DAY OF AUGUST, 2001.

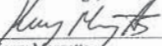
Shell Canada Limited  
(Sarnia Refinery)

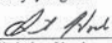
Local 848,  
Communications, Energy and  
Paperworkers Union of Canada

For the Company:

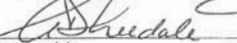
For the Union:

  
Peter St. George, General Manager

  
Kerry Margetts

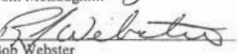
  
Christian Houle

  
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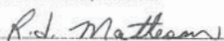
  
Gary Leedale

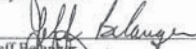
  
Rob Taylor

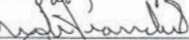
  
Tom McLaughlin


  
Bob Webster

  
Steve Rumbold, President

  
Ray Matheson

  
Jeff Beauger

  
Mike Franchuk

  
Dan Hermaert

  
Dan Simon

  
Witnessed for the C.E.P.U.  
Carol Fraser, National Rep., C.E.P.U.

**LETTER OF UNDERSTANDING BETWEEN SHELL CANADA LIMITED  
(SARNIA REFINERY) AND LOCAL 848 OF THE COMMUNICATIONS,  
ENERGY AND PAPERWORKERS UNION.**

**SUBJECT: LABORATORY PROGRESSION — RELATED TASKS**

**WHEREAS:**

The Company and the Union recognize that to remain competitive within our industry requires a skilled and fully committed workforce. In the context of laboratory activities at this location, the efficiency of the laboratory workforce is critically important. Laboratory efficiency is a function of training, reliability, planning, administration, inventory control and the availability of a skilled and flexible workforce.

In keeping with the Company's goal to provide a competitive level of pay while continuing to make changes it deems necessary to achieve flexibility and productivity gains, it is prepared to introduce an adjustment to wage rates for Senior Laboratory Analysts and to implement a program to increase the involvement of Senior Laboratory Analysts in a number of tasks related to the overall efficiency of the laboratory function.

**NOW, THEREFORE, THE PARTIES HAVE DISCUSSED AND AGREED AS FOLLOWS:**

**1. PHILOSOPHY**

The assumption of single point accountability for additional task responsibilities will provide Senior Laboratory Analysts with the opportunity to acquire new skills and have a broader participation in the business. As a result, efficiency in the Laboratory will increase.

**2. PREMISES**

With the goal of increasing the efficiency of the laboratory function at this location, Senior Laboratory Analysts will assume responsibility for a number of additional tasks. These task responsibilities fall into the categories of training, reliability, planning, administration, inventory control, overtime administration and health/safety/environment.

The additional responsibilities will be assumed on a rotational basis or a non-rotational basis, depending on the needs of the business. However, wherever responsibilities are assumed on a rotational basis, a minimum assignment period of three years will apply in order for the Company to obtain reasonable value for the required investment in training and familiarization with the required tasks.

**3. COMPETITIVE PAY**

In contemplation of the assumption by Senior Laboratory Analysts of the following responsibilities and in order to reflect a competitive rate of pay, the Senior Laboratory Analyst Schedule "A" wage rate will be increased by \$0.28 per hour, retroactive to February 1, 2001. The agreed general adjustment to wage rates for February 1, 2001 will be applied to this amount. No additional wage premiums will be paid on account of the assumption of these responsibilities.

**4. ADDITIONAL RESPONSIBILITIES**

All Senior Laboratory Analysts will be expected to undertake the following additional activities and responsibilities as part of their normal job. These activities will be distributed amongst the Senior Laboratory Analyst employees.



**Training:**

- Analysts to be self-reliant in scheduling their own refresher training. One Senior Analyst will assume focal point responsibilities and will schedule training for all personnel who require refresher training in a specific laboratory area
- Participation, as appropriate, in laboratory recruitment processes (e.g. participation as a member of a recruitment committee)
- Focal point to create an appropriate training schedule for new laboratory employees
- Laboratory Day Assistant (Senior Laboratory Analyst) to be in charge of administering the exam portion of the new laboratory employee training program
- Reviews and updates to laboratory modules
- Conduct laboratory tours as part of refresher / operator training

**Reliability:**

- Laboratory Day Assistant (Senior Laboratory Analyst) to ensure that required preventative maintenance duties are equitably distributed amongst available laboratory personnel
- Distribution of the weekly QA charts for laboratory equipment / test methods
- Input Westhollow octane numbers
- Assume focal point responsibility for handling and expediting Alberta Research Council samples

**Planning:**

- Attend regular morning E&S / Dispatching meetings and communicate customer needs to laboratory personnel
- Input and appropriately communicate any daily requests for special laboratory services (e.g. non-routine requests)
- Assume focal point responsibilities as a contact for Process Engineering for test runs / Rosys
- Produce and communicate laboratory weekly personnel schedules
- Issue work orders for building and laboratory needs

**Administration:**

- Provide up-to-date paper work and inspection laboratory cards
- Input weekly Fe analysis for Inspection Department
- Vacation schedule for Laboratory Analysts
- Focal point for operation of the Bluewater bottle washing contract
- Filing of year end gas lab reports
- Review and sign paysheets

**Inventory Control:**

- Unpackage various laboratory operating supplies and ensure that related invoices and packing slips are passed to the Laboratory Day Assistant
- Check out supplies and requirements for the Laboratory Day Assistant

**Overtime Administration:**

- Arrangements and call outs

**Health / Safety / Environment:**

- Incident reports and follow up regarding action items
- Conduct safety audits and weekly eye wash station building audits
- Produce and distribute minutes and notes from monthly safety and environment meetings

**5. PROVISIONS FOR FUTURE CHANGES**

This letter and the above-referenced adjustment to Senior Laboratory Analyst Schedule "A" wage rates shall in no way be interpreted as restricting the Company's current or future ability to determine the work or content of any job classification or to otherwise exercise its Management Rights as outlined in the collective agreement. Laboratory Department duties and responsibilities may change over time depending on the needs of the operation and the business.

The parties agree, however, that any future proposals for changes to the duties and responsibilities of the Senior Laboratory Analyst classification at this location will be tabled with the Union / Management Dialogue Group and an opportunity for full dialogue on the proposed changes will be provided.

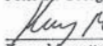
**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS LETTER TO BE EXECUTED THIS SEVENTH DAY OF AUGUST, 2001.**

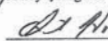
Shell Canada Limited  
(Sarnia Refinery)


Local 848,  
Communications, Energy and  
Paperworkers Union of Canada

For the Company:

  
Peter St. George, General Manager

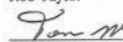
  
Kerry Margetts

  
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Alain Brosseau

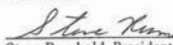
  
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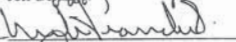
  
Bob Webster

For the Union:

  
Steve Rumbold, President


  
Ray Matheson

  
Jeff Beaulieu

  
Mike Franchuk

  
Dan Henmaert

  
Dan Simon

  
Witnessed for the C.E.P.U.  
Carol Fraser, National Rep., C.E.P.U.



**LETTER OF UNDERSTANDING BETWEEN SHELL CANADA LIMITED  
(SARNIA REFINERY) AND LOCAL 848 OF THE COMMUNICATIONS,  
ENERGY AND PAPERWORKERS UNION.**

**SUBJECT: SARNIA MANUFACTURING CENTRE JOINT EMPLOYEE  
ASSISTANCE PROGRAM (E.A.P.) COMMITTEE**

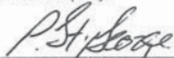
Shell Canada provides a confidential Employee Assistance Program (E.A.P.) for its employees and their immediate families. Recognizing that the well being of Shell employees is the joint responsibility and concern of the Company and the Union, Sarnia Manufacturing Centre established a Joint E.A.P Committee in October 1991.

The parties acknowledge the important role that the SMC Joint E.A.P. Committee plays in the ongoing delivery of an effective Employee Assistance Program at this location. This includes the role of both Management and Union representatives in reinforcing the fundamental principle of respect for the individual's right to privacy.

The parties agree that the SMC Joint E.A.P. Committee will continue to operate unless either party provides at least thirty (30) days written notice of its intention to discontinue the work of this committee.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS  
LETTER TO BE EXECUTED THIS SEVENTH DAY OF AUGUST, 2001.**

For the Company:



Peter St. George, General Manager

For the Union:



S. Rumbold, President-Local 848 C.E.P.U.

**LETTER OF INTENT TO MEMORANDUM OF AGREEMENT entered into the 09of February 2007 between Shell Canada Products (Sarnia Refinery and Chemical Plant) and Local 848 of the Communications, Energy & Paperworkers' Union.**

**SUBJECT: SONS & DAUGHTERS SUMMER STUDENT PROGRAM**

In an attempt to provide increased summer job opportunities for students pursuing post-secondary education, the Company offers a Son's and Daughter's Summer Student Program. The program typically runs from the start of May until the end of August.

The number of students to be employees as part of this program will be a minimum of 3, unless a lesser number is mutually agreed to by the Union/Management team.

The wage for the students working within the program will be mutually agreed to by the Union/Management team, annually.

The wage rate paid to students working in the bargaining unit as part of this program does not apply to temporary employees filling a vacation relief role in the dispatching and laboratory areas.

The Company will deduct Union dues from the wages of all students employed within the bargaining unit as part of this program. If there are any changes that are to be made to this program, they must be mutually agreed to.

If 3 or less students are employed, the Company will utilize a random draw process from site Union employee family member applications for filling the position. Where more than 3 students are employed, the Company will utilize a random draw selection process from site employee (Union and non-Union) family member applications for filling the positions.

**Originally signed by:**

For the Company:

Marc Mageau, General Manager

For the Union:

S. Rumbold, President Local 848 C.E.P.U.

**RE-SIGNED on August 25, 2010**

For the Company:

  
Kerry Margetts, General Manager

For the Union:

  
Mark Mathewson, President Local 848 C.E.P.U.

First Reprinting: 1997

Reprinted: 2001

The following is the **Anti-Harassment Policy** of the Local 848, C.E.P.U. and is reprinted here for educational purposes only and does not form part of the collective agreement.

## LOCAL 848 ANTI-HARASSMENT POLICY

Mutual respect must be the basis of interaction among all workers in addition to co-operation and understanding. This Union will neither tolerate nor condone behavior that is likely to undermine the dignity or self-esteem of an individual, or create an intimidating, hostile or offensive work place.

Harassment is not a joke. It creates feelings of uneasiness, humiliation and discomfort.

It is an expression of perceived power and superiority by the *harasser(s)* over another person.

Harassment can be defined as any unwelcomed action by any person, whether verbal or physical, on a single or repeated basis, which humiliates, insults or degrades. "Unwelcomed" or "unwanted" in this context means any actions that the *harasser* knows (or ought to reasonably know) are not desired by the victim of the harassment.

Unwanted comments, racist statements, slurs, jokes or favoritism, as well as any unwelcomed attention of a sexual nature such as remarks about appearance or personal life, offensive written or visual actions like graffiti or degrading pictures, physical contact of any kind, or sexual demands are all forms of harassment.

There are two principles that are fundamental to the trade union movement: *human rights and solidarity*. Harassment strikes at the heart of both. As trade unionists we must work to protect rights, not take them away.

Trade union principles prohibit us from infringing on the human rights of others, and oblige you to stand with them to protect their rights when others attack them.

If you are harassed by comments or unwanted attention, please advise that person that you find their behavior unacceptable. If they persist, immediately advise an Executive Board Member of the C.E.P.U. Local 848.

**Letter of Understanding between Shell Canada Limited (Sarnia Refinery and Chemical Plant) and local 848 of the Communications, Energy and Paperworkers Union.**

**SUBJECT: TRAINING DAYS**

**WORK SCHEDULE**

- All operations twelve (12) hour shift employees will work the 54 day-9 position refinery schedule. This includes Process, Utilities, Dispatch and Chemical Plant departments. Operations employees on day assignments will attend training days as part of their regular schedule and are not eligible to accrue personal time off.
- The Company will establish three (3) training days per year per crew. Training days will be eight (8) hour days. Training days will be done as part of an employee's normal schedule.
- Employees are expected to attend three (3) 8-hour training days per year, for a total of 24 unpaid hours.
- In exchange, employees will be allowed to select two (2) 12-hour shifts per year, for a total of 24 hours, as paid personal time off.
- Training days and personal time off will not be used for calculations of 288 work hours within 54 day cycle as in section 11.09(f)(i).
- The training days program will begin effective January 11, 2011.
- A 12 hour shift change payment for the initial implementation of this Letter of Understanding shall be paid to all 12 hour operations employees. Employees on day assignment at the time of implementation will not be eligible for this initial shift change payment. No shift change payments will be made for the annual establishment of training days, after the initial 2011 implementation.
- A training day, or its cohesive alternative, that cannot be attended, due to 9 days off and/or vacation, shall be repaid as a self mutual at a mutually beneficial time as agreed by the employee and their coordinator.

## **GUIDELINES FOR SELECTION OF TRAINING DAYS**

- The Company will be responsible for the selection of training days.
- The Company will select training days for the following year prior to vacation selection, nominally August 1st of each year. Once selected, training days will not be moved.
- The Union Executive will review the training days schedule prior to release.
- The Company will select individual crew training days on the last day off prior to as scheduled set of night shifts.
- The Company will select training days during low vacation periods and low work activity periods and will not schedule training days during the following periods:
  - Statutory Holidays
  - March Break
  - Summer - June 15th to September 15th
  - Christmas/New Years - December 15 to January 2
- The Company will endeavor to select training days so as to schedule cohesive shifts training days with a minimum of 1 position between them. The Company will try to distribute the training days evenly across all positions in the scheduled rotation, however, it is recognized that this is not always possible.
- The Company will provide an agenda seven (7) days before the training day to the respective crews.
- The Company retains an option to not schedule training days in any particular year and will identify this option prior to August 1st the previous year. In this circumstance, no personal time off will be allowed in that year.

## **GUIDELINES FOR USE OF PERSONAL TIME OFF**

Personal time off will be selected in accordance with existing guidelines for shift integrity.

Personal time off must be used within the calendar year and will not be eligible for banking or carryover.

If an employee has a change of schedule, the employee will adopt the new crew's training days, and the employee and their coordinator shall agree to the new personal time off shifts picked.

Employees will be permitted to attend an alternate crew training day, so as to provide flexibility in attending three training days per year.

This Letter of Understanding shall supersede the following:

- 11.09(f)(ii)
- 11.03(c)(iv)

### REVIEW OF PROGRAM

The Company and the Union will formally review the effectiveness of this Letter of Understanding as part of the 2013 Collective Bargaining process. If the parties mutually agree that the program is ineffective, the work schedules will revert to the Operations work schedules described in article 11.03(c). It is understood that training days will be planned for 2013.

**IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS LETTER OF INTENT TO BE EXECUTED THIS TWENTY FIFTH DAY OF AUGUST 2010.**

For the Company:

  
Kerry Margetts, General Manager

For the Union:

  
Mark Mathewson, President Local 848 C.E.P.U.

**LETTER OF UNDERSTANDING BETWEEN SHELL CANADA LIMITED  
(SARNIA REFINERY AND CHEMICAL PLANT) AND LOCAL 848 OF THE  
COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION**

**SUBJECT: SHIFT ENGINEER**

As part of the 2010 Collective Bargaining Agreement, the Company and the Union have agreed to modifications on the application of the Shift Engineer wage rate. This Letter of Understanding outlines the conditions under which Article 14.11c (x) has been added to the Collective Agreement.

1. The Company shall retain the right to designate the number of Shift Engineers required for the business. The principle, based on current organization, is to designate 5 Senior Operators, 1 per crew, plus a Swing Operator, who consistently work on shift and fulfill the Shift Engineer duties, as Shift Engineers. If the Company decides to change the number of designated Shift Engineers, the Company will consult with the Union; it is understood that such consultation does not limit the right of the Company in establishing the number of Shift Engineers.

2. In cases where a Shift Engineer fulfills a role that offers other premiums, (i.e. Trainer, Day Assistant, Coordinator, workup, special assignment, etc) the employee will vacate the position of Shift Engineer and will not be eligible for the Shift Engineer wage rate. More specifically, no other premiums will be applied to the Shift Engineer rate i.e. there will be no pyramiding of the premiums on top of the Shift Engineer rate. The employee will revert to the Senior Operator position and then be eligible for any premiums associated with the new role. The Shift Engineer vacancy will then be filled according to section 14.08 (a).

3. Application of the Shift Engineer wage rate to those active employees identified by the Company as Shift Engineers will be effective on the date of successful ratification of the 2010 Collective Bargaining Agreement.

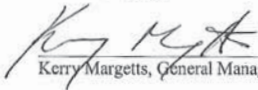
4. Both parties agree that the Shift Engineer rate will not be paid retroactively.

5. A committee will be established to update and formalize guidelines for filling the Shift Engineer role.

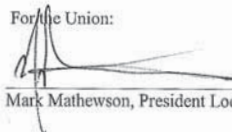
6. Employees who are on Long Term Leave of Absence during the term of the Agreement are not eligible to be selected or promoted into the Shift Engineer position until the employee returns to full duties and works in a position on shift within the Steam Plant.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS LETTER OF INTENT TO BE EXECUTED THIS TWENTY FIFTH DAY OF AUGUST 2010.

For the Company:

  
Kerry Margetts, General Manager

For the Union:

  
Mark Mathewson, President Local 848 C.E.P.U.



**LETTER OF UNDERSTANDING BETWEEN SHELL CANADA LIMITED  
(SARNIA REFINERY AND CHEMICAL PLANT) AND LOCAL 848 OF THE  
COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION**

**SUBJECT: FPH INCUMBENT RATES**

FPH Incumbent rates will be maintained for Marc Donald, Chuck Mallon and Richard Lunn. All new FPH employees will follow the Schedule "A" Rate of Pay for Finished Product Handling. FPH Incumbent rates will not be utilized for any other employees and will be terminated upon the above listed personnel leaving the company.

	<b>Feb 1/10 (2.5%)</b>	<b>Feb 1/11 (3.0%)</b>	<b>Feb 1/12 (3.25%)</b>
FPH Lead Incumbent	\$39.22	\$40.40	\$41.71
FPH Specialist Incumbent	\$34.10	\$35.12	\$36.26
FPH Phase 2 Incumbent	\$31.35	\$32.30	\$33.35

This letter will automatically be removed when all above listed personnel have left the company.

**Originally signed by:**

For the Company:

Kerry Margetts, General Manager

For the Union:

Mark Mathewson, President Local 848 C.E.P.U.

**RE-SIGNED on August 25, 2010**

For the Company:

  
Kerry Margetts, General Manager

For the Union:

  
Mark Mathewson, President Local 848 C.E.P.U.

LETTER OF UNDERSTANDING BETWEEN SHELL CANADA LIMITED  
(SARNIA REFINERY) AND LOCAL 848 OF THE COMMUNICATIONS,  
ENERGY AND PAPERWORKERS UNION


SUBJECT: RECOGNITION FOR VACATION & SEVERANCE PURPOSES


The Company will recognize the continuous service of former Local 800 members, who have been employed by Shell Canada in 2008, for vacation entitlement and, if required, for severance calculation purposes (See Appendix A of Memorandum of Settlement between Shell Canada Limited (Sarnia Refinery), CEP Local 800 and CEP Local 848).

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS LETTER OF INTENT TO BE EXECUTED THIS 9<sup>TH</sup> DAY OF FEBRUARY, 2009.

For the Company:

For the Union:

  
Kerry Margetts, General Manager

  
M. Mathewson, President-Local 848 CEPU