

Collective Agreement

Between

**SUNCOR ENERGY PRODUCTS PARTNERSHIP
EDMONTON REFINERY**

and

**COMMUNICATIONS ENERGY &
PAPERWORKERS UNION LOCAL 501A**



SUNCOR
ENERGY

Effective September 17, 2010 to January 31, 2013

02348 (10)

Collective Agreement

Between

SUNCOR ENERGY PRODUCTS PARTNERSHIP
EDMONTON REFINERY

Hereinafter referred to as "the Company"

And

COMMUNICATIONS ENERGY &
PAPERWORKERS UNION LOCAL 501A

Hereinafter referred to as "the Union"

Effective September 17, 2010 to January 31, 2013

EDMONTON REFINERY

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Note: All amendments, revisions or additions to the Collective Agreement as a result of the most recent round of negotiations are indicated in bold type throughout the booklet.

RESPECTFUL WORKPLACE

The Company and the Union recognize the right of all employees to work in an environment free from sexual or workplace harassment and to be treated fairly and with respect in the workplace. It is the intention of the Company and the Union to provide a workplace environment that is productive and promotes both the dignity and self-esteem of all employees. All members have a right to Union representation if involved in a harassment complaint.

For the purposes of this provision, *Sexual Harassment* means any unwelcome behavior of a sexual nature that causes offense or humiliation to any employee or that might be perceived by that employee as placing a condition of a sexual nature on any employment relationship.

Workplace Harassment means any unwelcome behavior which creates an intimidating, threatening or hostile work environment or the employee's dignity or respect is denied.

ARTICLE 1 – RECOGNITION

- Bargaining Unit** 1.01 The Company recognizes the Communication, Energy and Paperworkers Union, Local 501A as the sole collective bargaining agency for all hourly paid employees in its Edmonton Refinery except summer students, and that the Negotiating Committee of the Union shall be the sole bargaining agent with respect to rates of pay, hours of work, and other working conditions of the Company's employees covered by this Agreement.
- Negotiating Committee & Executive (Defined)** 1.02 The term "Negotiating Committee" as herein used shall mean the Negotiating Committee which is an elected body of the Union which is specifically authorized to negotiate the Collective Bargaining Agreement on behalf of the Union. The term "Executive" as herein used shall mean the Executive Officers of the Union who will conduct the affairs of the Union and who are specifically authorized to sign and administer Collective Bargaining Agreements on behalf of the Union.
- Changes in Union Executive** 1.03 The Union agrees to inform the Company of the authorized membership of the Negotiating Committee and of the Executive of the Union and any changes thereto during the term of this Agreement.
- Management Rights** 1.04 The Union recognizes the exclusive right of the Company to exercise its function of Management, including among others, the right to hire new employees and to direct the working force, (including the promotion and demotion of employees as outlined in Article 7); to discipline, suspend, discharge for cause, transfer or lay off employees because of lack of work; require employees to observe Company rules and regulations not inconsistent with the provisions of this Agreement, to decide the number and location of its plants, products to be manufactured, the methods and

schedules of production, including the means and processes of manufacturing provided that the Company will not use its function of Management for the purpose of any improper discrimination against any member of the Union. It is agreed that these enumerations shall not be deemed to exclude other functions of Management not enumerated.

Discrimination 1.05 The Company and the Union undertake not to discriminate against any employee for reasons including race, colour, nationality, gender, religion or political affiliation, physical or mental handicap, membership or non membership in any Labour Union.

ARTICLE 2 – HOURS OF WORK

Hours per Week 2.01 The regular working hours for the employees covered by this Agreement shall be approximately forty (40) hours per week in accordance with the following schedules:

Day Workers 2.011 a) For day workers the hours will normally be from 7:30 A.M. to 12:00 noon and 12:30 P.M. to 4:30 P.M. Monday to Friday inclusive except where the Fridays are the earned days off.

b) **For day workers whose jobs are of continuous nature, the hours of work will normally be 8:00 AM to 4:00 PM.** For Maintenance day workers the hours will normally be from 7:30 AM to 12:00 noon and 12:30 PM to 5:00 PM Monday to Friday inclusive except where the Fridays are the earned days off.

- c) Where, due to the nature of regular or routine work, it is necessary for the Company to require scheduled work to cover Saturday and/or Sunday, consecutive days off will be assigned to compensate for such Saturdays and/or Sundays worked.

- Shift Workers** 2.012 a) For all employees on shift work, the following hours will apply

 - From 7:00 AM to 7:00 PM
 - From 7:00 PM to 7:00 AM

b) No employee working on shift will leave their position until properly relieved without the authority of the Supervisor in charge of the plant at that time.

- Work Day (Defined)** 2.013 For the purpose of this section, a day is from 8:00 AM of one day to 8:00 AM of the following day.

- Changes in Hours of Work** 2.02 Current hours of work and/or the shift schedule may be changed at any time by mutual agreement between the Company and the Union.

- Make Up of Lost Time** 2.03 If an employee loses time through a change in work schedule from one shift to another or from shift work to day work, or vice versa, the employee shall be entitled to work out such lost time at straight time except where such lost time results from rotation of days off as provided in Article 2.04. An employee making up time, who is assigned to cover a shift vacancy, will be paid at the appropriate overtime rate and the time so worked will be applied against their lost time. The employee will work the "makeup" hours at his convenience and will do work the Company has assigned.

- Rotation of Days Off** 2.04 All shift employees and those day employees who work other than the normal Monday to Friday work week shall be allowed to rotate days off three times a year, or as mutually agreed by the Company and the Union. Days off shall be advanced two days the second Tuesday in January, the second Tuesday in May and the second Tuesday in September of each year. No overtime will be paid due to rotation of days off as provided in this paragraph.
- Working Through Lunch** 2.05 When employees working days only are requested by the Company to work during the regular scheduled lunch period, they shall be paid at the appropriate overtime rate for the lunch period, but shall be required to take a thirty (30) minute unpaid lunch break at the first opportunity.
- Trading Shifts (Mutuals)** 2.06 Employees have the privilege of trading a full shift or any part of a scheduled day of work with another employee. It is required that written application be made and approved by Management prior to the time of the trade. It is understood that such an arrangement will not penalize the Company by requiring the payment of overtime. The original copy of such application shall go to the Shift Supervisor and one copy to both applicants.

ARTICLE 3 – RATES OF PAY

- 3.01 The Company agrees to pay, and the Union agrees to accept, during the life of this Agreement, the schedule of wages set forth in Appendix I Schedule of Wages/Progressions of this Agreement.

SHIFT DIFFERENTIAL – 8 HOUR SHIFT

- 3.02 (a) Employees who are assigned to a seven (7) day continuous operation and rotate on a three 8 hour basis shall receive a Shift Differential payment as follows:

Effective on the date of ratification

- Hours worked between 8:00 AM and 4:00 PM **\$0.75**
- Hours worked between 4:00 PM and midnight **\$1.50**
- Hours worked between midnight and 8:00 AM **\$2.57**

Effective February 1, 2011

- Hours worked between 8:00 AM and 4:00 PM **\$0.77**
- Hours worked between 4:00 PM and midnight **\$1.54**
- Hours worked between midnight and 8:00 AM **\$2.65**

Effective February 1, 2012

- Hours worked between 8:00 AM and 4:00 PM **\$0.80**
- Hours worked between 4:00 PM and midnight **\$1.59**
- Hours worked between midnight and 8:00 AM **\$2.74**

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

SHIFT DIFFERENTIAL – 12 HOUR SHIFT

Employees who are assigned a seven day continuous operation and rotate on a two, 12 hour shift basis shall receive a shift differential payment as follows:

Effective date on the date of ratification

- Hours worked between 7:00 AM and 7:00 PM **\$0.98**
- Hours worked between 7:00 PM and 7:00 AM **\$2.21**

Effective February 1, 2011

- Hours worked between 7:00 AM and 7:00 PM **\$1.01**
- Hours worked between 7:00 PM and 7:00 AM **\$2.28**

Effective February 1, 2012

- Hours worked between 7:00 AM and 7:00 PM **\$1.05**
- Hours worked between 7:00 PM and 7:00 AM **\$2.35**

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

SHIFT DIFFERENTIAL – DAY WORKERS

Day Workers, when required to change shift hours and those shift employees not assigned to a seven day continuous rotating 24 hour operation will receive a shift differential payment as follows:

Effective date on the date of ratification

- Hours worked between 4:00 PM and midnight **\$1.50**
- Hours worked between midnight and 8:00 AM **\$2.55**

Effective February 1, 2011

- Hours worked between 4:00 PM and midnight **\$1.54**
- Hours worked between midnight and 8:00 AM **\$2.60**

Effective February 1, 2012

- Hours worked between 4:00 PM and midnight **\$1.59**
- Hours worked between midnight and 8:00 AM **\$2.71**

Under no circumstances will a day shift differential be paid.

Shift Differential Rates	3.02 (b)	The Company will pay the average of the shift differential rate (Upon Ratification = \$ 1.60 per hour, February 1, 2011 = \$ 1.65 per hour, February 1, 2012 = \$1.70 per hour) for the first two (2) weeks of vacation entitlement to those persons normally following a shift schedule. Shift differential will not be included with the basic rates in computing overtime, premium time, or pay for holidays not worked. Effective June 1, 1979, shift differential paid to employees working a scheduled rotating shift will be included with the employee's base rate for benefit calculations (Retirement Income Plan, Savings Plan, Life Insurance, Long Term Disability).
Eligibility for Shift Differential	3.03	Regular day employees held over or called in on overtime work are compensated by the payment of overtime rates and will not be entitled to the differential, but if regular day employees are placed on shift for one or more shifts, they will be paid the differential as in Article 3.02.
Establishing New Job Classification	3.04	It is agreed that if new job classifications are established during the life of the agreement, which are not covered by the Schedule of Wages now in effect, the rate for such new classifications will be negotiated between the Company and the Union.
Classification Pays the rate	3.05	It is agreed that the rates of hourly wages now in effect apply to the various positions or jobs as presently performed and not to the individuals performing the work, except as provided in Article 7.09.
Deductions from Wages	3.06	Deductions from wages except those required by law shall be made only on the written authority of the employee

- Coker Push Rate** 3.07 The Coker Push Rate will be paid at \$2.90 per hour and will only be paid for the hours an employee is assuming the additional responsibilities of Coker Push. The rate will not be paid for vacation, sickness, overtime, etc.
- Supervisor/Coordinator Rate** 3.08 An employee will be paid a premium of **five dollars (\$5.00)** per hour when performing the duties of, Maintenance Supervisor, Maintenance Coordinator, Shift Supervisor, Laboratory Supervisor, and Block Supervisor for major shutdowns.
- Temporary Assignments** 3.09 Any employee temporarily assigned to a lower rated classification will not have their rate reduced.
- Pay Periods** 3.10 The Company will pay wages fortnightly on the Thursday following the close of the pay period which is 8:00 AM every second Tuesday. All wages or monetary transactions will be by Direct Deposit to the employee's bank account.

ARTICLE 4 – OVERTIME

- Overtime (Defined)** 4.01 All work over the daily schedule of hours herein set forth shall be treated as overtime. Overtime rate will be paid as follows, for authorized hours worked except as provided in 2.04, 14.02, and 14.04.
- Assignment of Overtime** 4.02 The Company agrees that only such employees as are, in the judgment of Management, necessary to perform the business of the Company, shall be required to work over the daily schedule of hours on Saturdays, Sundays, holidays and regular scheduled days off and any reasonable request by an employee to be excused from such overtime work shall be given consideration by Management.

**No Layoffs
Due to
Overtime** 4.03 Regardless of the number of hours of overtime worked during any week, the Company agrees not to suspend or lay off any employee because of extra hours of overtime completed in any one week.

**Overtime
Meals** 4.04 The Company is prepared to provide meals to all employees working overtime in accordance with the following guidelines:

Management reserves the right to increase the number of meals provided to accommodate the various hours of work, to determine the type of meal to be provided and to determine when the meal will be taken. Whenever, possible meals will be taken at normal meal times.

A. Extension of a Regular Day of Work

When an employee is required on a regular day of work, to stay over and work two (2) or more hours of overtime, the Company will supply the employee with a meal after the first two (2) hours of work and every four (4) hours thereafter, provided work is to be continued. If the overtime work does not extend beyond the two (2) or four (4) hour intervals, no overtime meal will be provided.

B. Scheduled Days off or Call-In Situation (Non-Shutdown)

When an employee is scheduled to work overtime on a normal day of rest or called in on overtime, the Company will supply the employee with a meal after four (4) hours of work and every four (4) hours thereafter, provided work is to be continued. If the overtime work does not extend beyond the four (4) hour interval(s), no overtime meal will be provided.

C. Scheduled Days Off During Major Turnarounds (Syncrude, Conventional, or equivalent)

When an employee is scheduled to work overtime on a normal day of rest (Saturday, Sunday, and/or EDO Fridays for Maintenance personnel), the Company will supply the employee with a meal after four (4) hours of work and every six (6) hours thereafter, provided the work is to be continued. If the overtime work does not extend beyond the four (4) or subsequent six (6) hour interval, no overtime meal will be provided. If the work day extends beyond eight (8) hours in total, the company will pay for the first meal break at the appropriate overtime rate.

**Call-In
Premium**

4.05 Employees notified or called back to perform work not continuous with before or after, the regular work period shall be paid for a minimum of four (4) hours straight time or the overtime rate applicable for the hours worked, whichever is the greater.

**Maximum
Overtime
Premium**

4.06 Under no combination of circumstances will more than double time the regular rate of pay be paid for work performed except as provided in 4.05.

**Change of
Schedule
Exclusions**

4.07 Overtime provisions for a change in schedule shall not apply in the following circumstances:

- a) when a change is made at the request of an employee;
- b) when an employee returns from their new schedule to their former schedule;
- c) when a change is made for demotion or disciplinary action.
- d) when a newly hired employee is moved from orientation to their crew schedule.

DAY WORKERS

- | | | | |
|--|------|----|--|
| Change In Hours of Work (Call in Premium) | 4.08 | a) | Day workers when requested to work shift work will be paid at their basic rate plus the shift differential which is applicable. A day worker who reports for a normal day's work and is sent home to return to work a shift later in the day will be paid four (4) hours at straight time in addition to actual hours worked to a maximum of nine (9) hours. |
| Standoff Premium | 4.08 | b) | <p>A day worker scheduled to work days who is called in to perform work between the hours of 12:00 Midnight and 5:00 AM shall not be required to report for work within eight (8) hours of finishing such work with no loss of pay. If the job is not completed by 6:30 AM the employee shall not be required to report for the remainder of their normal scheduled hours of work with no loss of pay.</p> <p>The employee shall notify their Supervisor or the Shift Supervisor prior to leaving the plant if the employee will not be reporting for the remainder of their normal scheduled hours of work.</p> |
| Changes in Hours of Work (Overtime Premium) | 4.09 | | When a day worker's hours of work are changed so that their starting time is altered by four hours or more, the employee will be paid at the rate of double time for the first period of work at the new hours, except as in 4.07 of this Article. |
| Placement on Shift | 4.10 | | When a day worker is changed to a regular, scheduled, rotating, shift job, the employee shall be paid double time for the first shift altering their starting time by four hours or more and there after be governed by the provisions for shift workers contained in this Agreement except as in 4.07. |

Overtime Premium 4.11 The Company will pay double time for authorized overtime work performed and for work performed on a Company recognized holiday specified in 5.01

SHIFT WORKERS

Definition 4.12 Shift workers mean those employees who work on a regular scheduled rotating shift basis.

Change in Shift Premium 4.13 a) When a shift worker's schedule is changed by the Company, the employee will be paid double time for the first shift of the new schedule. A change of schedule shall be considered any change altering the starting time by four hours or more or if the days off are changed. Shift schedules will be adjusted in order to provide an annual adjustment around Christmas and such a change will not be considered a schedule change creating double time payment.

Short Duration Assignments 4.13 b) Notwithstanding the above, a change of shift schedule premium as identified in Article 4.13(a) will not be paid for short duration assignment where the individual will return to their original schedule following the assignment. Short duration assignments are defined as assignments that are not expected to exceed two (2) working days. This would include, but is not limited to, assignments such as first aid, rescue crew and fire training; safety and project reviews and incident reviews. In these cases the employee's pay will be kept whole and they will not receive a change of shift premium for the hours worked. **This clause will not apply to shift/overtime coverage.**

Overtime Premium

4.14 The Company will pay double time for authorized overtime work performed and for work performed on a Company recognized holiday as specified in 5.02.

STEAM TICKET PREMIUM

Steam Ticket Premium

4.15 The Company will pay a Steam Ticket Premium for Utilities Technicians who possess a valid permanent 3rd, 2nd or 1st Class Steam Ticket. This premium will be paid as an annual lump-sum payout to Technicians in the Utilities Department. The steam ticket premium will be **\$1500.00 per year for 1st Class and 2nd Class and \$600.00 per year for 3rd Class**. This provision will be paid to those who are actively employed by the Company on January 31st of each year and based on active service during the prior contract year. The payout will be pro-rated for employees who newly qualify or are newly hired based on actual service in the contract year. The payout will be pro-rated based on inactive status, this includes long-term disability and approved leave of absence greater than thirty (30) days (with or without pay).

ARTICLE 5 – HOLIDAYS

Recognized Holidays (Day Workers)

5.01 Unless by mutual consent of the Company and the Union the following holidays will be observed by day workers on the date proclaimed by Government legislation.

- | | |
|----------------|------------------|
| New Year's Day | 12th Day |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Remembrance Day |
| Canada Day | Christmas Day |
| Civic Day | Boxing Day |

In the event of any of the above mentioned holidays falling on a Saturday or Sunday, the Monday following will be observed.

**Recognized
Holidays (Shift
Workers)**

5.02 The following holidays will be observed by shift workers, coke cleaners, tank car loaders, and other day workers whose jobs are of a continuous nature, on the dates indicated.

New Year's Day	January 1st
Family Day	3rd Monday in February
Good Friday	as declared
Victoria Day	as declared
Canada Day	July 1st
Civic Day	as declared
Labour Day	as declared
Thanksgiving Day	as declared
Remembrance Day	November 11th
Christmas Day	December 25th
Boxing Day	December 26th

A twelfth statutory holiday will be observed by all employees on a date agreed to by the Union and Management at Edmonton Refinery. Should either the Provincial or Federal governments legislate a new Statutory Holiday, the parties to this Agreement agree that this twelfth Statutory Holiday shall be taken to observe any new Statutory Holiday declared by legislation.

5.03 Pay for a Company recognized holiday and pay for work performed will be treated as two separate matters, and will be on the following basis:

Holiday Pay

a) An employee shall be paid eight hours straight time for all Company recognized holidays as specified in Section 5.01 and 5.02.

**Overtime
Premium**

- b) In addition to the above an employee shall be paid for work performed on a Company recognized holiday falling on a regular day of work, first or second scheduled day off as in Sections 4.10 or 4.13, whichever is applicable.

**Holiday Pay
Exclusions**

- 5.04 Employees shall not be entitled to pay for a Company holiday in the following cases:
- a) If the Company recognized holiday occurs during an employee's leave of absence, suspension or lay off.
 - b) If an employee fails to report to work on a Company recognized holiday when required to do so.
 - c) If an employee is absent on their last scheduled day of work prior to the holiday or the first scheduled day of work following the holiday, without justifiable reasons without the consent of their Supervisor.

**Definition of
"Work Day"
for Holiday
Pay**

- 5.05 As per Article 2.01, overtime will be paid for work performed on a Statutory Holiday from 7:00 AM of the Statutory Holiday to 7:00 AM of the following day. The exceptions to this will be:

Christmas Day

7:00 PM December 24 to 7:00 PM December 25,

Boxing Day

7:00 PM December 25 to 7:00 PM December 26, and

New Year's Day

7:00 PM December 31 to 7:00 PM January 1.

ARTICLE 6 – VACATIONS WITH PAY

The Company agrees to give vacations with pay under the following conditions:

Vacation Entitlement

- 6.01 a) Employees with one (1) year of continuous service will be granted three (3) weeks vacation with pay.
- b) Employees will be granted four (4) weeks vacation with pay commencing in the calendar year during which the employee completes ten (10) years of continuous service with the Company and each year thereafter.
- c) Employees will be granted five (5) weeks vacation with pay in the calendar year during which the employee completes eighteen (18) years of continuous service and each year thereafter.

Wages for vacation period will be paid in advance, providing the employee gives their supervisor written notice seven (7) days in advance.

- d) Employees will be granted six (6) weeks vacation with pay in the calendar year during which the employee completes twenty five (25) years of continuous service with the Company and each year thereafter.

Vacation Period

- 6.02 An employee's vacation period is from the time the employee leaves work to their first scheduled day back.

Vacation Scheduling

- 6.03 a) Employees may express their preference for the time of their vacation and due consideration will be given, and where possible, the employee's wishes will be approved, but vacations must be taken at times most conducive to the efficient operation of the Refinery and as scheduled by the Company.

- b) Vacation requests shall be approved or denied within 30 days of the request being submitted. If approved, the vacation will not be revoked without 30 days notice or by mutual consent.

Change in Vacation 6.04 Vacations cannot be substituted or exchanged without permission of Management

Vacation Pay Adjustment 6.05 Vacation pay shall be paid at the regular rate of pay applicable at the time the vacation is taken. In the subsequent year the vacation pay adjustment shall be paid calculated on the basis of two percent (2%) on total vacationable earnings during the previous year per week of vacation entitlement less vacation pay earned during that year.

Pay During Vacation Relief 6.06 When an employee substitutes in order to allow other employees to have vacations, the employee will be paid the job rate for the position in which the employee substitutes, but not less than their regular rate. When substituting in the Laboratory, holiday substitution within the meaning of this section shall be recognized only in the following cases and shall be paid as set forth herein:

When an employee in the category of Technician Junior substitutes for an employee in the category of Technician Senior, such substitution shall be paid at the rate for the Technician Senior No. 1 position.

Treatment for Company Holidays During Vacation (Shift Workers) 6.07 When a Company recognized holiday falls within a shift worker's vacation period:

- a) The employee shall be given an extra day off with pay equal to the average daily wage of the employee, unless it is necessary for the Company to require them to work as scheduled.

- b) The Company will endeavor to schedule the extra day off immediately before or after the shift worker's vacation period.
- c) If the Company is unable to schedule the extra day off immediately before or after the shift worker's vacation period, and the shift worker is required to work on the first day following their vacation period, the employee shall be paid the overtime rate applicable for the hours worked, plus eight (8) hours pay at straight time.
- d) Notwithstanding Article 5, or any other provision of this contract, there shall be no company recognized holiday pay or time off or extra vacation, except as set out in section 6.07 a), b), or c).

(Day Workers) 6.08 When a Company recognized holiday falls on a day worker's normal working day during their vacation, the employee shall be entitled to an extra days' vacation.

ARTICLE 7 PROMOTIONS AND TRANSFERS

Governing Factors 7.01 When making transfers or promotions, it is agreed that qualifications and seniority shall be governing factors. When qualifications are equal, seniority will govern.

Transfers 7.02 Employees whose positions are abolished shall be transferred to other positions and given preference over junior employees, provided they have the ability to perform the duties of such other positions.

Reducing Forces 7.03 In reducing forces, seniority and qualifications shall be given due consideration and in the case of two employees with equal length of service at the Edmonton Refinery, the employee with the lowest seniority number will be given preference.

**Job Posting
Procedure**

- 7.04 a) Any new positions or vacancies involving a permanent transfer or promotion will be bulletined in conspicuous places throughout the refinery for a period of seven days, during which time interested employees may bid for such vacancy or new position. Employees in a department will be permitted to bid only for vacancies occurring in the lowest job classification in another department. Any employee having seniority and qualifications to fill the bulletined job, who is on vacation or is absent from work because of sickness, will automatically be deemed to have bid for the job. A notice of award to the successful bidder shall be posted within five days, Saturday and Sunday excluded, after bidding has ceased. Notice of temporary transfers or appointments will not be placed on the bulletin board.

**Job Posting/
Promotion**

- 7.04 a) a) The lowest position in the syncrude, utilities, light oils and heavy oils departments, will be the only positions bulletined. The vacant position will be bulletined throughout the refinery for a period of seven days, during which time employees in a department may bid for such vacancy or new position. Any employee having seniority and qualifications to fill the position, who is on vacation or is absent from work because of sickness, will automatically be deemed to have bid for the job. A Notice of Award to the successful bidder shall be posted within five days, Saturday and Sunday excluded, after bidding has ceased. The position will be filled in accordance with Article 7.01. Job posting will only be for permanent positions.

- Two Rate Drop** 7.04 b) For transfers within the Operations Department that are employee initiated, a two (2) rate drop will be applied. If the transfer is Company initiated the employee's rate will remain unchanged.
- Posting Procedure For Temporary Vacancy** 7.05 Temporary bids will not apply to Technicians in Light Oils, Heavy Oils, Utilities, and Syncrude. When it can be determined that a temporary vacancy, except those directly caused by vacations or leave of absence, will extend beyond a maximum of 45 days, such a vacancy will be bulletined. Temporary awards filling such vacancies will be selected as in 7.04, and be subject to review after 6 months. Should such vacancies become permanent after awards are made, the vacancy will be rebid on a permanent basis.
- Job Bid Applications** 7.06 Any employee may make written application via email for the said positions. Such email application will be sent by email to the appropriate parties as identified on the job posting. Both Human Resources and the Union Secretary will have access to all bids received. In the rare event of email technical difficulties, applications will be accepted in person by Human Resources during normal office hours (8:00 to 16:30) or the Shift Supervisor outside of normal office hours (16:30 to 8:00).
- Request for Transfer** 7.07 Employees may make application in writing to the Manager to be transferred to another department, and due consideration will be given to the employee's request.
- Increasing Staff** 7.08 When increasing staff, preference will be given to employees who have been laid off through staff reduction over new employees, provided such employees have proper qualifications for the jobs to be filled, and are available to accept such employment

forthwith. A notice to such former employees to report for duty will be given by registered letter to the last address of such employees on the records of the Company.

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| Transfers For Training | 7.09 | No employee shall suffer any reduction in their position through another employee being transferred into a plant department for training purposes. |
| Pay While Training | 7.10 | When an employee is training along with another employee on a job, the employee will receive their normal rate of pay. |
| Treatment During Leave of Absence | 7.11 | An employee returning after leave of absence shall resume their former job classification or may within five days thereafter exercise their rights to any position bulletined during such absence, qualifications being sufficient, and an employee being displaced will be permitted to exercise their seniority in a job classification the employee is qualified to fill. |

ARTICLE 8 – SENIORITY

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| Probationary Period | 8.01 | No employee shall have seniority status until the employee has been continuously employed by the Company for a period of one hundred and eighty (180) calendar days and has been accepted as medically fit for employment by the Company doctor. |
| Posting Procedure | 8.02 | Seniority Lists will be posted every six (6) months. |
| Seniority Lists | 8.03 | The Seniority Lists will show dates, seniority number, name, company, plant, unit and classification. |
| Distribution Seniority Lists | 8.04 | Copies of seniority lists will be supplied to the Union. |

- Protest Procedure** 8.05 Protests in regard to seniority standing must be submitted in writing within sixty (60) days from date the seniority lists are posted. When proof of error is presented by the employee or member of the Executive of the Union, such error will be corrected and when so corrected, the agreed upon seniority date shall be final. No change shall be made in the existing seniority status of an employee unless concurred in by the Executive of the Union.
- Continuation of Seniority Rights** 8.06 An employee who is promoted from a job classification covered by this Agreement to an exempt position will continue to accumulate seniority for a period of thirty (30) days. Such person, if released with Company approval within the above noted thirty (30) days from exempted employment, will revert to their previous position and rate of pay.
- Treatment For Discharge** 8.07 An employee who has been discharged and subsequently returned to the service in a position covered by this Agreement may only have their seniority reinstated by agreement between the proper office of the Company and the Executive of the Union.
- Treatment For Layoff** 8.08 An employee who has been laid off due to a work shortage and returns to the service in a position covered by this Agreement, when notified to do so as described in 7.08 will be credited with their former service so far as their seniority under this Agreement is concerned.

ARTICLE 9 – LEAVE OF ABSENCE

- Condition of Leave of Absence** 9.01 Individual employees may, with the Company's consent in writing, obtain a leave of absence without pay, (not to exceed three months) when in the Refinery General Manager's opinion conditions warrant it. The written consent will state the dates at which the leave of

absence begins and ends and unless the employee concerned returns to work on or before the end of such leave of absence, their name shall be removed from the seniority list, unless the employee can prove that there was justifiable reason for delay. If such an employee is allowed to return to work after the expiration date of the leave of absence, the employee shall for seniority purposes be considered as a new employee.

Seniority Treatment

9.02 The name of any employee on an authorized leave of absence will be continued on the seniority list.

Exclusions

9.03 For the purpose of this Agreement, absence from the Edmonton Refinery due to illness or carrying on the Company's business at another location is not considered "leave of absence".

Leave for Union Business

9.04 The Company agrees that, subject to operational requirements, Union Leave of Absence without pay but without loss of seniority shall be granted as outlined below to carry out Union Business.

Requests for such leave shall be received from the local or national union in writing to the Refinery General Manager or their designate, a minimum of seven (7) calendar days in advance:

- (a) Leaves of absence shall be granted to a maximum of 6 employees at any given time, with no more than one per department, unless otherwise agreed. Such leaves shall not exceed a cumulative total of 100 working days for the refinery (except as enumerated in (b) in a calendar year).
- (b) Notwithstanding (a) above, on the written request of the local or national union and the approval of the Refinery General Manager, or their designate, one employee leave may be extended to a maximum of one (1) year.

- (c) In the application of (a) and (b) above, the Union, National or Local shall determine what constitutes Union Business.

ARTICLE 10 – FREEDOM OF EMPLOYEE ACTION

Union Executive

10.01 Members of the Executive shall be free to discharge their Union duties without fear that their relations with the Company may be affected in any way.

Union Activities

10.02 Any other employee serving on subcommittees of the Executive or appearing before the Executive or any of its subcommittees, shall likewise be free to act without fear that their relations with the Company may be affected in any way. Employees shall not leave their work to attend to Union business without securing permission from their Supervisor.

ARTICLE 11 – ADJUSTMENTS OF DISPUTES AND GRIEVANCES

Grievance Procedure

11.01 If an employee believes they have been unjustly treated by the Company or the provisions of this agreement affecting them have not been properly complied with, the employee shall take up their case directly with the appropriate company representative. If the matter is not resolved, the employee may request the presence of their Union Representative. If the matter is still unresolved, any grievance arising from it shall be handled in the following manner.

- Discussion With Supervisor

- Discussion
With
Superintendent

STEP 1 – The employee shall, within (twenty-one (21) calendar days of the alleged violation taking place, report their grievance to their Union Representative, and prepare four copies of a grievance report. Two copies of this report must be presented to the appropriate company representative. Within fourteen (14) calendar days of presenting the written grievance, the Union Representative together with the employee will meet with the company representative to discuss and, if possible, arrive at a settlement. The company representative, within fourteen (14) calendar days of such meeting, shall present their written decision to the Shop Steward, the Grievor and the Union President.

- Discussion
With Refinery
Management

STEP 2 – If the grievance is not satisfactorily settled at Step 1, the grievance will be dealt with at a meeting consisting of the Union Executive and Refinery Management. This meeting is to be held within seven (7) calendar days of the decision in Step 1, or such time as may be agreed upon. The Department Manager or their appointed representative will state their decision in writing not later than fourteen (14) calendar days after meeting with the Union Executive.

- Request for
Arbitration

STEP 3 – Failing a settlement after following Steps 1 and 2 of this grievance procedure, or any difference between the parties arising from the interpretation application, administration or alleged violation of this agreement, including any question as to whether a matter is arbitrative, such difference or question may, within forty-five (45) calendar days, be referred at the written request of either party to arbitration.

If the grievance is not advanced within the time limits specified or extended by mutual agreement between the parties as outlined in Article 11.03, the grievance will be considered to have been withdrawn without prejudice to like or similar circumstances in the future.

Within thirty (30) days of the request by either party to refer the grievance to arbitration each party shall notify the other in writing, the name of its representative to serve on the board of arbitration.

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| Extension of
The Limits | 11.02 The time periods in Steps 1, 2, and 3 shall be extended by the Company by the period of absence of the employee on vacation or sick leave, providing the Union makes the request in writing. |
| Board of
Arbitration
- Make-up of
Board | 11.03 The Board of Arbitration shall consist of three (3) persons. A representative shall be appointed by the Company and the Union and these representatives shall decide on a third person, who shall act as the Chairperson. |
| Time Limits/
Binding
Decision/
Payment of | In the event the representatives cannot agree, within thirty (30) days of their appointment, on a third person to act as Chairperson, the Minister of Labour of the Province of Alberta, or their duly appointed representative, shall be asked to appoint a Chairperson. |
| Expenses | The decision of the Board shall be final and binding. The expense of the Chairperson shall be borne equally by the Company and the Union. |
| Jurisdiction of
Board | 11.04 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement nor to alter or modify or amend any portion of this Agreement. |
| Investigation
(Suspension) | 11.05 The Company agrees that no employee shall be discharged or suspended until the charges against the employee have been investigated. An employee may be held out of service for investigation (not exceeding three (3) days) and will be given at least one day's notice of the investigation and notified of the charges against them, but this shall not mean that an employee cannot be immediately suspended for reasons which might be |

prejudicial to the maintaining of discipline and efficient operation. Should an employee be suspended and subsequently found to have been unjustly or unreasonably dealt with, the employee shall be reinstated and reimbursed for the resulting loss of pay and their seniority rights shall be restored.

**Written
Notification**

11.06 The Company agrees to notify the Executive in writing of any dismissals or suspensions.

ARTICLE 12 – SAFETY AND HEALTH

**Provision of
Safety
Equipment**

12.01 The Company shall make reasonable provision for the safety and health of the employees during the hours of their employment and provide protective devices and other equipment being necessary to protect employees properly from injury. The Company will ensure that the current provision covering eye, hand and foot protection will continue during the life of this agreement. Any changes, if required, shall be mutually agreed between the Company and Union.

**Provision of
Facilities**

12.02 The Company agrees to provide and maintain lunchroom, lockers and reasonable washroom and sanitary facilities. The Union agrees that it will co operate fully with the Company in the maintenance of this service.

**First-Aid
Facilities
Supplies and
Training**

12.03 The Company shall provide adequate first aid facilities and medical supplies in easily accessible parts of the plant, and the Company shall also encourage and foster qualified first aid instruction for the employees. The Union agrees to urge the employees to co operate by making use of such first aid facilities and to report all injuries at once to their Supervisor.

Clothing 12.04 The Company will provide for the maintenance of regular working apparel as required.

Health & Safety Committee 12.05 The Company and the Union agree to maintain a Health and Safety Committee comprised of employees and Management Personnel.

All relevant information known to Company Management concerning the identity of chemicals manufactured or used in any process at the facility will be provided to the Health and Safety Committee. The Committee shall also be advised of health and safety hazards known to be associated with such chemicals and of the precautions to be taken in the use or handling of same.

ARTICLE 13 – STRIKES AND LOCKOUTS

Agreement 13.01 There shall be no lockout by the Company, or strike, walkout, sit down or suspension of work either complete or partial by the employees during the life of this Agreement.

ARTICLE 14 – MEETINGS

Union Business 14.01 The Company shall provide for the Union, a suitable place for General and Executive meetings on the Refinery property; however, it is understood that any meetings held at the Refinery during working hours will be with the approval of the Refinery Manager.

Pay For Management Meetings 14.02 The Company agrees to pay the Executive and the Negotiating Committee at the regular hourly rates for all meetings with the Management.

**Posting of
Notices**

14.03 The Company will provide bulletin boards in suitable locations for the convenience of the Union, in posting notices of the Union's activities. The Union agrees to first submit a copy of all bulletins to the Refinery Manager or his authorized representative before being posted.

**Pay for
General
Meetings**

14.04 Employees attending meetings authorized by the Company and held for the mutual benefit of both the employees and the Company, such as Safety Meetings, education films, and job safety training, will be paid at their regular straight time hourly rate where attendance is voluntary. Boilers Branch and Operator Training Program phase final examinations shall be paid at overtime rates where the final examinations cannot be scheduled during the employee's regular scheduled shift. The overtime rates shall only be paid upon the employee's successful completion. The employee shall arrange for the examination with enough notice to allow the Company sufficient time to schedule during their regular shift.

**Monthly
Meetings**

14.05 The Company agrees to meet with the Executive of the Union each month for the purpose of discussing matters of mutual concern.

ARTICLE 15 – CHECK OFF

Authorization

15.01 Company shall deduct an amount equivalent to dues from the wages of each employee as a condition of their continued employment. The amount deducted shall be determined by the Union. All such deductions shall be remitted monthly, by the Company, to the Financial Secretary of the Local Union, along with a list of the employees from who such deductions have been made. It is recognized that employees are free to

choose whether or not they wish to become a member of the Union. The Union also agrees not to use coercion or intimidation of any kind to influence employees to join the Union.

ARTICLE 16 – UNION ORIENTATION

Agreement And Timing of Orientation

16.01 It is agreed that a representative of the Refinery Union Executive will be provided an opportunity to present the National Union Orientation Program to permanent new hire unit employees, as part of the Refinery New Employee Orientation Program.

Such presentations will be limited to thirty (30) minutes and scheduled by the Company to minimize disruption to plant operations, and will not constitute additional cost to the Company.

ARTICLE 17 – JOB SECURITY PERMANENT WORK FORCE REDUCTION

Advanced Notice

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

Communication with Union

17.02 After providing such notice, the Company will meet with the Union to discuss the impact of the change or closure on the affected employees

- Permanent Layoff** 17.03 An employee covered by this Collective Agreement who is permanently laid off pursuant to Article 17.01 shall be entitled to receive a severance payment from the Company as outlined in Article 17.06 provided that:
- (a) The employee remains available for work until date of layoff, and
 - (b) The employee is not terminated for just cause prior to the layoff
- Temporary Layoff** 17.04 In the event of a lay off due to lack of work in situations other than those covered by Articles 17.01 and 17.03, employees will be entitled to severance payments as set out in 17.06 when the lay off exceeds six (6) months.
- An employee who fails to report for work within fourteen (14) days after recall within the six (6) month period forfeits any rights under this Article.
- Seniority Rights** 17.05 Upon acceptance and receipt of such severance payment, the employee's employment with the Company is terminated and the employee will have no further seniority rights, notwithstanding Article 8, (Seniority) of the Collective Agreement.
- Severance Pay** 17.06 Employees entitled to the severance payment as outlined in 17.03 or 17.04 shall receive as such severance the greater of:
- (a) severance pay required by law; or
 - (b) Employees entitled to severance pay, shall receive such pay equivalent to the greater of: (a) the amount of severance pay required by applicable Employment Standards legislation or (b) any amount equivalent to not less than two weeks pay plus two weeks pay for each complete year of continuous service. The "2 + 2" Formula includes any statutory requirements. Severance pay for a partial year of service will be calculated on a prorated basis.

This formula provides a minimum severance payment of four weeks pay for employees with one completed year of service and for employees with more than one year of service, two weeks pay plus two weeks pay per complete year of continuous service thereafter. The payment resulting from this formula will be multiplied by 1.15.

The Company will take into consideration all applicable legislation and regulations in an effort to provide the employee with the greatest flexibility in the payment of severance pay.

- Week's Pay (Defined)** 17.07 For the purpose of this Article, one week's pay is defined as the employee's basic hourly wage rate at the time of lay off times the hours in a regular work week as defined in Article 2.01, Hours of Work.
- Employment** 17.08 An employee terminated pursuant to this Article remains eligible to be considered for re-employment as a new employee.

ARTICLE 18 – DURATION

- Duration of Agreement** 18.01 The parties agree that the Collective Agreement shall be renewed for the period of **September 17, 2010 to January 31, 2013**.

This agreement shall also remain in full force and effect from year to year thereafter, unless either party gives notice of its desire to terminate this Agreement or enter into negotiations for the purpose of amending the Agreement.

**Notice to
Open
Negotiations**

18.02 If amendments are desired by either party, the party proposing such amendments shall give notice in writing, thereof to the other party not less than sixty (60) days and not more than ninety (90) days prior to the expiration date, and negotiations on such amendments shall commence within fifteen (15) days of the receipt of said notice.

Memorandum of Agreement executed at
Edmonton, Alberta
This **17th day of September, 2010**

FOR

**SUNCOR ENERGY
PRODUCTS PARTNERSHIP
EDMONTON REFINERY**

John Prusakowski,
VP Edmonton Refinery

Mike Lyne, Director, Production

Vik Khullar, HR Team Lead

Kerri Schabert, HR Business Advisor

FOR

**COMMUNICATIONS, ENERGY
AND PAPERWORKERS'
UNION LOCAL 501A**

Glen Bienert,
President

Emerson Cosby, Vice President

Dave Rhyno, Chief Shop Steward,
Production

Wendy Germaniuk, Recording
Secretary

Doug Adamson, Chief Shop
Steward, Maintenance

Dale Pollard, Treasurer

Lyall Davidson, Rank & File

Terry Giesbrecht, Rank & File

Phil Belanger, CEP National
Representative

APPENDIX I
SCHEDULE OF WAGES/PROGRESSION
PRODUCTION PROGRESSION

CLASSIFICATION	EFFECTIVE SEPT 17, 2010	EFFECTIVE FEB. 01, 2011	EFFECTIVE FEB. 01, 2012	TIME MONTHS
Shift Team Lead	45.11	46.46	47.97	
Shift Team Lead Apprentice	43.02	44.31	45.75	18
Technician 1	41.54	42.79	44.18	12
Technician 2	37.01	38.12	39.36	12
Technician 3	34.45	35.48	36.64	12
Technician 4	32.74	33.72	34.82	12
Technician 5	30.73	31.65	32.68	12
Probationary Technician	27.79	28.62	29.55	6

APPENDIX I
SCHEDULE OF WAGES/PROGRESSION
PUMPING AND SHIPPING

CLASSIFICATION	EFFECTIVE SEPT 17, 2010	EFFECTIVE FEB. 01, 2011	EFFECTIVE FEB. 01, 2012
Lead Pumpman	43.39	44.69	46.14
Lead Pumpman Apprentice (2 yrs.)	41.54	42.79	44.18
No. 1 Pumpman	41.54	42.79	44.18
Loader #1	41.54	42.79	44.18
Pumper Phase 3	35.95	37.03	38.23
Pumper Phase 2	32.74	33.72	34.82
Pumper Phase 1	30.73	31.65	32.68
Probationary Pumper (6 months)	27.79	28.62	29.55

SCHEDULE OF WAGES/PROGRESSION
LOADER

CLASSIFICATION	EFFECTIVE SEPT 17, 2010	EFFECTIVE FEB. 01, 2011	EFFECTIVE FEB. 01, 2012
Loader	26.18	26.96	27.84
Probationary Loader	23.50	24.21	25.00

APPENDIX I
SCHEDULE OF WAGES/PROGRESSION
FACILITY SUPPORT
CRAFTSMAN RATE STRUCTURE

CLASSIFICATION	EFFECTIVE SEPT 17, 2010	EFFECTIVE FEB. 01, 2011	EFFECTIVE FEB. 01, 2012	TIME MONTHS
Craftsman 1	43.39	44.69	46.14	
Craftsman 2	42.23	43.50	44.91	12
Craftsman 3	41.54	42.79	44.18	12
Craftsman 4	40.69	41.91	43.28	12
3rd/4th Year Apprentice	34.82	35.86	37.03	48
1st/2nd Year Apprentice	30.84	31.77	32.80	

APPENDIX I
SCHEDULE OF WAGES/PROGRESSION
LABORATORY PROGRESSION

CLASSIFICATION	EFFECTIVE SEPT 17, 2010	EFFECTIVE FEB. 01, 2011	EFFECTIVE FEB. 01, 2012
Lab Tech Specialist	40.98	42.21	43.58
Tech Senior No. 1	39.90	41.10	42.44
Tech Senior No. 2	33.55	34.55	35.68
Tech Junior No. 1	31.07	32.00	33.04
Tech Junior No. 2	28.61	29.47	30.42

APPENDIX I

SCHEDULE OF WAGES/PROGRESSION

COKE OPERATORS / SAFETY EQUIPMENT MAINTENANCE

COKE OPERATORS

CLASSIFICATION	EFFECTIVE SEPT 17, 2010	EFFECTIVE FEB. 01, 2011	EFFECTIVE FEB. 01, 2012
Coke Operator #1	35.95	37.03	38.23
Coke Operator #2	34.45	35.48	36.64
Coke Operator #3	32.74	33.72	34.82
Probationary Coke Operator	30.73	31.65	32.68

SAFETY EQUIPMENT MAINTENANCE

CLASSIFICATION	EFFECTIVE SEPT 17, 2010	EFFECTIVE FEB. 01, 2011	EFFECTIVE FEB. 01, 2012
Completion of Phase 2 Training	34.82	35.86	37.03
Completion of Phase 1 Training	30.73	31.65	32.68
Entry Level	27.68	28.51	29.43

TECHNICIAN POOL

The Company shall recognize the existence of the Technician Pool.

The employees in the pool shall be assigned to a given process area. They will commence their T.T.P. training in that area.

PROGRESSION OF RATES

PUMPING & SHIPPING	EFFECTIVE SEPT 17, 2010	EFFECTIVE FEB. 01, 2011	EFFECTIVE FEB. 01, 2012
After successful completion of the program and promotion to #2 Pumpman	37.01	38.12	39.36
After successful completion of the 3rd and final phase of the Program	35.95	37.03	38.23
After successful completion of the 2nd phase of the Program	32.74	33.72	34.82
After successful completion of the 1st phase of the Program	30.73	31.65	32.68

APPENDIX II

TECHNICIAN PROGRESSION PROGRAM

Departments Affected

Syncrude, Utilities, Light Oils and Heavy Oils

Capability

All employees are required to perform work within their capability

Principles

Participation in the Production Technician Progression Program shall be a condition of employment as of February 1, 1997. The program shall consist of six (6) phases with the minimum time limit as prescribed in the Technician Progression chart. Each phase must be successfully completed before an employee may move to the next phase. The Company shall not be required to retain a process employee who fails to make satisfactory progress in the Technician Progression Program. Satisfactory progress will mean the completion of any given phase within the minimum time frame of 12 months (6 months Probationary Technicians). At the discretion of management, additional time may be granted. The opportunity to progress to the Shift Team Lead classification is available, and optional, to all Technicians in the production progression. All employees hired into the Utilities Department after February, 2001 must progress to the Shift Team Lead Classification.

Rotation

All employees will rotate to tasks on a balanced basis for which they are qualified.

Rotation will take place to satisfy the following principles.

1. All employees are trained and qualified with tasks in their respective unit areas.
2. Employees to remain familiar with the tasks in their respective unit areas.

3. All employees to spend time in all tasks they are qualified for i.e., all employees will rotate and spend a balanced amount of time in all tasks they are qualified for.
4. Balanced strength for shift teams.
5. **Shift Team Leads will rotate on a balanced basis through the Shift Team Lead position.**

The rotation will be set up by the Shift Team including the Area Team Leader, taking into consideration the training experience and qualifications of the team members and in particular circumstances run their respective team and the Technicians on shift.

If full rotation is not being accomplished by a respective team that meets the above principles then management in consultation with the union will implement a rotation schedule.

Move-Up

All Shift Team Leads will, if required move up to Shift Coordinator. All shift Team Leads apprentices (once they have acquired the skills or the Shift Team Lead) will be required to move-up to Shift Team leads. They will receive the Shift Team Lead rate while on move-up.

Special Assignment

Special assignment will only be paid for move-up to Shift Co-ordinator or Block supervisor for a major shutdown

Day Assignment For a Shift Worker

A shift worker assigned to days on a non-permanent basis will retain the shift differential.

Job Posting/ Promotion

The entry level position will be the only position bid in the production area.

The posting procedure will be in accordance with the Collective Agreement Article 7.04.

Progression

Once employees reach the position of Technician 1, they must declare that they wish to progress further by way of written notice to the Company. Once the employee has elected to progress to Shift Team Lead Apprentice, they must complete the required training within twelve (12) months from the date the written notice was submitted to the Company. Failure to complete the courses and related training within the required timeframe will result in a twelve (12) month waiting period before the Technician 1 will be permitted to re-apply to the Shift Team Lead Apprentice progression. An extension may be granted in extenuating circumstances as determined by the Company.

All employees must progress to the Technician 1 classification.

In Utilities employees must hold a valid Second Class Ticket to progress to the Shift Team Lead Apprentice position.

Employees hired in Utilities with a Second Class Ticket may be given credit towards the Technician progression program but will be required to complete all required training criteria. The union will be advised of the rationale for the credit.

Performance Reviews

All employees will have an annual performance review with their respective supervisor.

Ongoing Verification

Employees will undergo a verification of their skills every three (3) years. This is not intended as a re-test of all aspects of the Technician Training Program. Individuals may be expected however to use aspects of their Technician training program to demonstrate proficiency in refinery procedures, critical tasks, and other aspects of the job. The verification will be consistent with all employees. Employees will be given advance notice prior to undergoing any review as to timing and content.

Additional Skills/Activities

These additional skills and activities may be modified over time. Specific job details and tasks will evolve and change over time and will be incorporated into the skills and activities as needed to ensure a competitive position.

Phase Progression

The company will include the additional skills and activities in the technician training program on the understanding that it may be modified over time. Specific job details will evolve and change over time and will be incorporated into the Technician Training Program and skill requirements for all classification as needed to ensure a competitive position.

Re-deployment /Reclassification

If an employee is unable to obtain the skills required for classification within the progression, the company after development attempts and consultation with the union, may deploy or declassify the employee to a position compatible with their skills and ability. Employees must achieve and maintain the minimum mandated progression stage for continued employment.

PUMPING AND SHIPPING PROGRESSION

Principles

All employees are required to perform work within their capability.

Hours of work will be four (4) ten hour shifts per week. The company will reserve the right to set the hours of work to best fit the needs of the business.

Any employees hired into the classification of Probationary Pumper must progress to No. 1 Pumpman.

When employees enter into the Lead Pumpman Apprentice position, they must serve a two year apprenticeship before becoming a Lead Pumpman.

The Lead Pumpmen will rotate on their shift on a balanced basis and share duties and responsibilities.

No. 1 Pumpman will be given credit towards the Lead Pumpman Apprentice classification where the time worked is a result of a successful temporary or permanent bid.

Only the Lead Pumpman Position will be bid on a permanent or temporary basis. There will be no posting of temporary bids in other classifications.

All vacation and EDO's must be booked by January 31 of each calendar year to permit full optimization of the Loader #1 and use of Summer Students.

The Loader #1 and No. 1 Pumpman will only earn EDO's while working on shift.

Shift differential will only be paid for those hours while assigned to a full rotating shift schedule.

Loader #1 will not receive a shift change payment when scheduled to rotating shift work provided they are given 48 hours notice of the change.

Loader #1 and No. 1 Pumpman will cover vacancies during day shift as required and will not receive the Lead Pumpman rate.

Loader #1's primary responsibility will be loading tank cars. When the need arises No. 1 Pumpman will load tank cars.

If there is an extra employee on day shift, they will be assigned duties that are required on the day shift or to work within their capabilities.

There will be no minimum complement for Loaders.

Contractors will be eligible for overtime as it pertains to job continuity.

The classifications of Loader #1 and No. 1 Pumpman will be considered equally for overtime purposes as a pool.

Performance Reviews

All employees will have an annual performance review with their respective supervisor.

Ongoing Verification

Employees will undergo a verification of their skills every three (3) years. This is not intended as a re-test of all aspects of the Pumping and Shipping Progression. Individuals may be expected, however, to use aspects of their Pumping and Shipping Progression to demonstrate

proficiency in refinery procedures, critical tasks, and other aspects of the job. The verification will be consistent with all employees. Employees will be given advance notice prior to undergoing any review as to timing and content.

Additional Skills/Activities

These additional skills and activities may be modified over time. Specific job details and tasks will evolve and change over time and will be incorporated into the skills and activities as needed to ensure a competitive position.

Re-deployment/Reclassification

If an employee is unable to obtain the skills required for classification within the progression, the Company, after development attempts and consultation with the Union, may deploy or declassify the employee to a position compatible with their skills and ability. Employees must achieve and maintain the minimum mandated progression stage for continued employment.

LABORATORY PROGRESSION

Principles

All employees are required to perform work within their capability.

All Laboratory employees are required to progress to Senior Technician #1. Progression to Technician Specialist is voluntary and is based on being placed in the full rotation of laboratory positions and two years experience at the Senior Technician #1 level.

Lab Matrix

This may be modified as required over time. Specific job details and tasks will evolve and change over time, and will be incorporated into the skills and activities as needed to ensure a competitive position.

Special Assignments

Special assignments will only be paid for move-up to the Laboratory Supervisor. **The company, operating conditions permitting, will provide move-up opportunities on a balanced basis.**

Performance Reviews

All employees will have an annual capability and feedback review with the Laboratory Supervisor.

Ongoing Verification

Employees will undergo an ongoing verification of their skills.

New Schedule

Employees will follow one of two schedules designed to cover weekends at straight time.

- MONDAY - THURSDAY SCHEDULE
Normal hours of work Monday through Thursday from 0700 -1700, plus one Sunday every five weeks from 0630 - 1630.
- TUESDAY - FRIDAY SCHEDULE
Normal hours of work Tuesday through Friday from 0700 - 1700, plus one Saturday every five weeks from 0630 - 1630.

Employees who do testing will continue practice of early weekday hours (0630 - 1630) for unit stream and finished product.

No EDO's with this schedule; no overtime meals during normal schedule.

Statutory Holidays

Coverage on designated statutory holidays at discretion of Laboratory Supervisor. No extra days granted if statutory holiday falls on scheduled day off.

Pay Equalization

Pay equalization at approximately 40 hours per week will be adopted.

Re-deployment/Reclassification

If an employee is unable to obtain the skills required for a classification within the progression, the Company, after development attempts and consultation with the Union, may deploy or reclassify the employee to a position compatible with their skills and ability. Employees must achieve and maintain the minimum mandated progression stage for continued employment.

MAINTENANCE PROGRESSION

Employees Affected

All employees classified as Craftspersons.

Principles

All employees are required to perform work within their capability.

All Craftspersons are required to progress to Craftsperson #3 within the prescribed time frames and training requirements.

Progression beyond Craftsperson #3 is voluntary and is in accordance with the Maintenance Progression and Craft Skills Progression matrix. Once the employee agrees in writing to progress beyond Craftsperson #3, he must continue to progress to Craftsperson #1. Should the employee not be able to successfully complete the requisite skills and training the company will reclassify the employee to Craftsperson #3 with corresponding pay.

Move-Ups

All employees in the Craftsperson #1 classification will fill the Maintenance Supervisor or Maintenance Coordinator role if required. The company, operating conditions permitting, will provide move-up opportunities on a balanced basis.

Move-up will be in accordance with their Craft discipline.

Special assignments will only be paid for move-up to Maintenance Supervisor, Maintenance Coordinator and Block Supervisor for major shutdowns.

Area Team Assignments

Assignments to Area Teams will be for **12 months** duration unless special circumstances require a shorter duration.

Mixed Teams

Mixed Craft Teams will be assigned to perform work.

Progression

Progression to the Craftsperson #1 will be in accordance with the Maintenance progression chart and Craft skills progression matrix. It is understood that successful progression to Craftsperson #1 will qualify and require the craftsperson to accept the roles outlined on the "Timeline and Pay Progression" chart under the "Craftsperson #1" heading (e.g., Craft Planner, Turnaround Planner, Shutdown Coordination positions, Engineering Assist, etc.). It is further understood that, for developmental purposes, Management may, from time to time, award or assign these roles to qualified Craftspersons #2 or #3 except for employees who have opted not to progress further than Craftsperson # 3.

Performance Reviews

All employees will have an annual performance review with their respective supervisor.

Craft Skills Matrix

The skills matrix may be modified over time. Specific job details and tasks will evolve and change over time, and will be incorporated into the matrix as needed to ensure a competitive position.

Ongoing Verification

Employees may be required to undergo a verification of their skills every three (3) years. This is not intended as a re-test of all aspects of the Journeyman ticket. Individuals may be expected, however, to use aspects of their craft skills program to demonstrate proficiency in refinery procedures, critical tasks, and other aspects of the job. The verification will be consistent with the trade group and craftsman level. Employees will be given advance notice prior to undergoing any review as to timing and content prior to undergoing any review.

Re-deployment/Reclassification

If an employee is unable to obtain the skills required for a classification within the progression or skills matrix, the Company, after development attempts and consultation with the Union, may deploy or reclassify the employee to a position compatible with their skills and ability. Employees must achieve and maintain the minimum mandated progression stage for continued employment.

CRAFT SKILLS TIMELINE AND PAY PROGRESSION

Apprenticeship Program 1st and 2nd Years	Apprenticeship Program 3rd and 4th Years	One Year Minimum to Achieve Craftsperson #3 Skills and Rate Listed Below	← 1 YEAR →	← 1 YEAR →	One Year Minimum to Achieve Craftsperson #1 Skills and Rate Listed Below
0	24	48	60	72	84
New hire apprentice	Apprentice 50% complete or Entry as Instrumentation Tech Grad	Craftsperson #4 New-Hire Journeyman	Craftsperson #3 (Plant Qualified Journeyman) Journeyman status Blueprint reading proficiency Basic TDC training Rigger skills Basic Vibration Technology	Craftsperson #2 TDC training (Adv Maintain Alloy Ticket(s) Basic PLC Technology Steam Trap Program	Craftsperson #1 → TDC training (specialized) Advanced computer skills Enhanced Vibration Tech. Advanced Vibration Tech. Environmental response Asbestos ID/removal Training skills Planning and estimating skills Interviewing skills Incident investigation Detailed process knowledge Dual ticket PLC advanced Root cause analysis Critical Task Proc (enhanced) Roles:
					Supervisory Move-up (Time in Role only) Craft Team Leader PAT Mtce Coordinator Block Supervisor (Major S/D's)
					<ul style="list-style-type: none"> • Engineering Assist. • Instrument Specialist • Contractor Supervision • Craft Planner • Shutdown Planner • S/D Coordinator • safety assistant

APPENDIX III

PROVISIONS AND AMENDMENTS TO THE COLLECTIVE AGREEMENT

FOR CONTINUATION OF THE 12 HOUR SHIFT SCHEDULE

1. The twelve (12) hour shift will be implemented on a year to year basis pursuant to Government Regulations.
2. The twelve (12) hour schedule will remain in force subject to approval by the Board of Industrial Relations.
3. The Company or the CEP 501A may cancel out the twelve (12) hour schedule at any time. Thirty (30) days notice provided by either party prior to the end of the twelve (12) month period will constitute termination notice of the twelve (12) hour shift.
4. Should new acts or amendments to the existing Labour Relations Act provide overtime premiums in excess to those contained in the "Amendments to the Agreement", the Company may reject the twelve (12) hour schedule and return the employees to the eight (8) hour shift schedule.
5. Any unfavorable rating or penalties imposed by the Workers' Compensation Board on the Company or employees due to the twelve (12) hour shift schedule may result in rejection of the twelve (12) hour schedule by the Company.
6. Not less than thirty (30) days and not more than sixty (60) days before the end of the twelve (12) month period, the employees may vote for rejection or retention of the twelve (12) hour shift schedule. A sixty (60) percent minimum vote by the employees in favour of retention or rejection will be required. A vote of less than sixty (60) percent will not be considered conclusive as representing the wishes of the majority.

7. No change of shift premium will be payable to implement the twelve (12) hour shift schedule or to revert to our eight (8) hour schedule.
8. Compassionate and Sick Leave entitlement will be handled in hours, otherwise the Company policy remains unchanged.
9. As it is impossible to anticipate all the situations and problems that may arise from the twelve (12) hour schedule, it is understood that the Company and the Union will make every effort to resolve these problems in a spirit of co operation and goodwill.

AMENDMENTS

The hours of work will be based on a regular work week averaging forty (40) hours on a nine (9) week cycle. The calendar day is to be 7:00 AM to 7:00 AM and employees will rotate from 7:00 AM to 7:00 PM (day shift) to 7:00 PM to 7:00 AM (night shift).

All work performed in excess of the regular scheduled hours of work will be considered as overtime and be paid on the basis of double time.

When a shift worker's schedule is changed by the Company, the employee will be paid double time for the first shift of the new schedule. A change of schedule shall be considered any change altering the starting time by four (4) hours or more or if the days off are changed. (First part of Clause 4.13).

An employee shall be paid eight (8) hours straight time for all Company recognized holidays except as in Article 5.04. In addition to the above an employee shall be paid at the rate of double time for work performed on a Company recognized holiday.

Vacation entitlement and applicable pay will be as covered under present Article 6, i.e. vacation pay will be forty (40) hours per each week of entitlement with similar number of hours away from the job. The odd hours and or day (4,8,12, etc.) will be scheduled consecutively as part of the vacation schedule.

Shift employees on the twelve (12) hour schedule will be allowed to rotate the schedule twice a year or as mutually agreed by the Company and the Union.

FOR THE UNION:

J. Wesnoski
L.A. Bacon
R.D. Guggenmos
G.E. Blake

FOR THE COMPANY:

G.C. Docken
M. Spot
R. Deutscher
R.J. Forcade

Executed at Edmonton this 24th day of May, 1977.

APPENDIX IV

**PROVISIONS AND AMENDMENTS TO THE
COLLECTIVE AGREEMENT**

**FOR THE CONTINUATION OF THE EARNED
DAY OFF PROGRAM**

1. The Earned Day Off Program will be implemented on a year to year basis pursuant to Government regulations.
2. The Earned Day Off Program will remain in force subject to approval by the Board of Industrial Relations.
3. Should new Acts or Amendments to the existing labour relations act provide overtime premiums in excess to those contained in the "Amendments to the Agreement", the Company may reject The Earned Day Off Program and return the employees to the regular eight (8) hour days.
4. Any unfavourable rating or penalties imposed by the Workers' Compensation Board on the Company or the employee due to the Earned Day Off Program may result in rejection of the Earned Day Off Program.
5. Not less than thirty (30) days and not more than sixty (60) days before the end of the twelve (12) month period, the employees may vote for rejection or retention of the Earned Day Off Program.

A 60% minimum vote by the employees in favour of rejection or retention will be required. A vote of less than sixty (60) percent will not be considered conclusive as representing the wishes of the majority.

6. Sick Leave entitlement will be handled in hours otherwise the Company policy remains unchanged.

7. It is understood that the Company and the Union will make every effort to resolve any unforeseen problems that may arise in a spirit of co operation and good will.
8. The Earned Day Off will be recognized and treated as a regular day of rest for those employees scheduled to have it off. Any employee called in on their scheduled Earned Day Off will be paid overtime for all hours worked.
9. Vacation entitlement and applicable pay will be covered under present Article 6, i.e. vacation pay will be forty (40) hours per each week of entitlement.

FOR THE UNION:

L.A. Bacon
G.E. Blake
T. Teeuwson-Hartford
J. Nesdole

FOR THE COMPANY:

S.F. Ralph
A.F. Palomar
R.H. Wilkins
R.J. Forcade

Executed at Edmonton this 31st Day of January, 1984.

APPENDIX V

EMPLOYMENT SECURITY

Performance of work for the Company by contractors at this location will not serve to alter any right an employee has under the terms of this Agreement nor cause the lay off of any employee in the Bargaining Unit. The parties agreed that on a quarterly basis and upon request the Union will be provided with the number of contractors utilized and the total number of hours worked by such contractors.

The Company agrees to provide the Union with six (6) months notice, where practical, of a plant closure, partial plant closure or other workforce reduction caused by the changes in methods or facilities which will involve a permanent workforce reduction of employees covered under this Agreement.

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

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

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

The Company and the Union agree to assist the employee in identifying outside subsidies that may exist and assist the employee in qualifying for such subsidies. The terms and conditions of this letter will automatically renew unless representatives of either party, at the locations specified above, serve written notice to terminate this letter. Such notice must be given at least sixty (60) but not greater than ninety (90) days prior to the expiry date of the Agreement signed between the parties at these locations.

FOR THE UNION:

D.W. Pivarnyik
R.S. Jamieson
D.A. Traptow
T. Teeuwsen-Hartford
R.E. Nielson

FOR THE COMPANY:

A.F. Palomar
D.E. Rose
R.J. Forcade
A.MacDonald

Executed at Edmonton this 5th Day of May, 1986.

APPENDIX VI

RATE PROTECTION

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

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

To qualify for rate protection employees must:

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

FOR THE UNION:

D.W. Pivarnyik
R.S. Jamieson
D.A. Traptow
T. Teeuwsen-Hartford
R.E. Nielson

FOR THE COMPANY:

A.F. Palomar
D.E. Rose
R.J. Forcade
A. MacDonald

Executed at Edmonton this 5th Day of May, 1986.

LETTER OF AGREEMENT #1

BANKING TIME (STATUTORY HOLIDAYS WORKED)

The Company will consider applications for the banking of earned (worked) statutory holidays. If, and when granted, this time off will be taken at the Company's discretion outside of normal vacation periods and according to the following provisions:

1. The banking provides for time only and not money.
2. Employees working days or eight (8) hour shift will have the option of banking up to a maximum of five (5) statutory holidays worked. Those employees on twelve (12) hour shifts will have the option of banking up to a maximum of three (3) statutory holidays (three 12 hour shifts).
3. The time accumulated by banking must be taken in the same calendar year.

FOR THE UNION:

L.A. Bacon
D.J. Kinnear
K. R. MacNeill
D.W. Pivarnyik

FOR THE COMPANY:

G.C. Docken
A.F. Palomar
M. Spot
R.J. Forcade

Executed at Edmonton this 6th day of February, 1981.

LETTER OF AGREEMENT #3

REVISIONS TO THE EARNED DAY OFF PROGRAM

Day workers at the Edmonton Refinery who are scheduled throughout the calendar year to work from 07:30 to 1700., Monday through Friday with a half hour for lunch, will be entitled to thirty (30) Earned Days Off (E.D.O.'s) during a calendar year.

Eighteen (18) of the E.D.O.'s will be scheduled by the Company annually in consultation with the Union. E.D.O.'s will be scheduled during major plant shutdowns (one EDO in the third week and one EDO every two weeks thereafter). EDO's will not be scheduled around other Company recognized holidays – there will be no scheduled 4-day weekends. The schedule will be published prior to year end for the forthcoming year. Major startup and shutdown of units may affect some of the scheduled Earned Days Off, necessitating a revised date.

The remaining twelve (12) days will be designated as flex days to be taken as mutually agreed to between the supervisor and the employee. Four (4) of the flex EDO's must be booked by January 31. For the remaining eight (8) flex days, the employee will provide a minimum of seven (7) days notice when requesting flex EDO's. Special circumstances will, however, be considered by the supervisor wherein a shorter notice period may be allowed. Flex EDO's will be taken singularly (not in blocks of 2 or more). Earned Days Off cannot be carried over to the next calendar year. Flex days for the current year will be paid at straight time if the request to take the flex days as time off is not received prior to December 1 of each year. As noted in the Modified Work Week Letter of Agreement dated February 9, 1994, should difficulties with the schedule arise which cannot be resolved, the parties will provide sixty (60) days notice of intent to cancel the Modified Work Week program and will revert to the prior EDO schedule of fifteen (15) designated and two (2) flex.

FOR THE UNION:

G.E. Blake
W.C. Ducherer
R.H. Harel
D.J. Horvat
M.W. Schweitzer
D.D. Scriven
D.C. Yeomans

FOR THE COMPANY:

H.D. MacGregor
V.J. Schmuland
D.M. Kemp
R.G. Laseur
K.B. Forbes

Revised April 26, 2004.

LETTER OF AGREEMENT #4

SHIFT WORKER EARNED DAYS OFF

SHIFT WORKER EARNED DAYS OFF

EFFECTIVE DATE

As per the signed Memorandum of Agreement between the Communication, Energy and Paperworkers Union and the Company, work schedules for shift workers will be implemented to provide shift (crew) integrity within the framework of the current normal average weekly hours prior to December 31, 1983.

In order to not interfere with Christmas Holidays, it is agreed that shift workers shall work the agreed schedule commencing on January 15, 1984.

IMPLEMENTATION PROVISIONS

- A. The regular hours of work for all employees on shift work shall average forty (40) hours per week on an annualized basis.

- B. **CONDITIONS**
 - 1. Shift workers, at their option, will be able to bank up to one hundred and eight (108) hours (nine (9) working shifts).
 - 2. Banked days will be taken in blocks, i.e. in blocks of three (3) scheduled working days. Single days off may be permitted from earned banked days, if conditions permit.
 - 3. If employee gives notice of taking banked days off one (1) month in advance and, if approved by Supervisor, these days cannot be revoked.
 - 4. Employees must make a request to take their banked days at least one (1) week in advance. Should the schedule or operational requirement allow banked days to be taken, the one (1) week advance notice can be waived at the discretion of the Supervisor.
 - 5. Vacation requests take precedence over banked days.

6. At least one operator per shift will be allowed off on banked time.
7. Banked days off will be granted during the Christmas period.
8. When possible, banked time may be granted in conjunction with vacation.
9. If an employee opts for pay, all earned banked days will be paid during the next pay period after such request is made.
10. When banked time is taken as pay, it will be paid at the applicable overtime rate

OR

Pay will be at straight time for hours worked, and banked time taken will be paid at straight time.

11. Vacation entitlement shall be forty (40) hours per week.
12. The job bidding system shall continue to be determined by the Collective Agreement.
13. A single, common shift schedule will be worked in all unit areas of the refinery.
14. Employees taking banked days as time off shall be guaranteed maximum nine (9) working shifts off.
15. Banked days for the current year will be paid if the request to take the banked days as time off is not received prior to December 1st of each year.

If by December 1st, time is not sufficient to allow time off for all employees who have requested same, Management reserves the right to schedule time off in an equitable manner. Banked days which are unable to be taken as time off will be paid.

This clause supersedes Clause (16).

16. Banked days cannot be deferred to the following year.

FOR THE UNION:

D.W. Pivarnyk
R.S. Jamieson
T.D. Teeuwsen-Hartford
D.A. Traptow
R.E. Nielson

FOR THE COMPANY:

L.J.G. Murphy
R.J. Forcade
D.E.H. Rose
A.F. Palomar

Revised April 26, 2004

LETTER OF AGREEMENT #5

SAFETY, HEALTH AND INDUSTRIAL RELATIONS TRAINING

As part of the current wage settlement, the Company agrees to remit three cents (3¢) per hour for each full time employee's regular hours of work to a Health, Safety and Industrial Relations Training Fund. Payments are to be made to the Health, Safety and Industrial Relations Training Fund of the CEPU on a quarterly basis.

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

The Union agrees to provide a fund audit as requested.

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

This Memorandum will be included as part of all local collective agreements and unless canceled by either party within thirty (30) days prior to expiry of these agreements, all terms and conditions will continue to apply.

FOR THE UNION:

D.W. Pivarnyik
R.G. Woodford
D.A. Traptow
C.R. Scheie
G.G. Bienert
J.L. Vigna
R.E. Nielson

FOR THE COMPANY:

E.A. Parkinson
D.E. Rose
A.F. Palomar
R.H. Wilkins
D.M. Kemp
W.L. Beatty
A. MacDonald

Executed at Edmonton this 13th day of April, 1988.

LETTER OF AGREEMENT #6

STAFFING OF BOARD POSITIONS

Two Board Positions (Light Oils)

The Senior Board Operator, if fully qualified, will have overall responsibility for the board and shall supervise and direct the #2 Operator as required. The Senior Board Operator will be paid the #1 Operator rate of pay and will spend half the shift inside and the remainder outside, (i.e. the two #1's rotate in and out). The minimum qualification for this position is completion of the O.T.P. In the event that the Senior Board Operator is not so qualified, no rotation will occur and the #2 Operator rate will apply. For move ups, the Senior Assistant Operator may only advance to the Senior Board job. Under these circumstances no rotation will occur at the Senior Board job and the #2 rate will apply.

The Junior Board Operator will be paid the appropriate #2 Operator rate. If the Senior Assistant Operator is qualified for the board job, the employee will rotate in and out with the #2 Operator. The Assistant Operator will be paid the #2 Operator rate when on the board and the appropriate Assistant Operator rate when outside. In the case where the Assistant Operator has completed the O.T.P., and is rotating in and out, the #2 Operator bonus rate shall apply for the full shift.

In the event where no Assistant Operator is qualified, no rotation will occur.

The Area Supervisor will issue a list indicating the employees who are qualified to rotate.

Two Board Positions (Heavy Oils and Syncrude)

The Senior Board Operator, if fully qualified, will have overall responsibility for the board and shall supervise and direct the #2 Operator as required. The Senior Board Operator will be paid the #1 Operator rate of pay and will spend half the shift inside and the remainder outside.

The Junior Board Operator will be paid the appropriate #2 Operator rate and will rotate in and out with the outside #2 Operator.

The Area Supervisor will issue a list indicating the employees who are qualified to rotate.

Utilities

The #2 Board Operator, if fully qualified, will rotate with the #1 Operator. The #2 Board Operator will receive the #1 rate of pay when outside for half the shift and the appropriate #2 Operator rate when on the board. If the #2 Board Operator holds a 2nd Class Power Engineer Certificate valid in the Province of Alberta and rotates with the #1 Operator the employee will be paid the #1 Operator rate of pay all the time. For move ups the Assistant Operator may advance to the #2 Board Operator job. Under normal circumstances, the Assistant Operator on the board will not rotate with the #1 Operator and the #2 Operator rate will apply.

FOR THE UNION:

D.W. Pivarnyik
R.G. Woodford
D.A. Traptow
C.R. Scheie
G.G. Bienert
J.L. Vigna
R.E. Nielson

FOR THE COMPANY:

E.A. Parkinson
D.E. Rose
A.F. Palomar
R.H. Wilkins
D.M. Kemp
W.L. Beatty
A. MacDonald

Executed at Edmonton this 24th day of May, 1977.

OVERTIME GUIDELINES – P&S DEPARTMENT

LETTER OF AGREEMENT #7A (2009)

OVERTIME GUIDELINES – PUMPING & SHIPPING DEPARTMENT

This Letter of Agreement (LoA) will confirm the understanding and agreement reached between the Company and the Union regarding overtime guidelines in P&S. The changes indicated below replace any and all applicable Articles of the existing collective agreement including Letter of Agreement #7A (1995).

1. If a vacancy exists and an extra employee is scheduled, the vacancy will be filled by moving the crew assignments. This will only be done provided that all personnel are qualified to move up and the shift, in the opinion of the Shift Supervisor is strong enough. The shift will then be full with no vacancies. Where an employee calls in sick on the last scheduled shift in the set, that employee will forfeit any scheduled overtime until he/she returns to regularly scheduled work. The Shift Supervisor will then follow steps 2a, 2b and 2c, then continue the process through steps 3, 4 and 5 until this vacancy is filled.
2. If a vacancy exists and an extra employee is not available, then follow 2a, 2b and 2c:
 - a) Call the Employee with the lowest number of hours of overtime on the overtime list to fill the vacancy.
 - b) If the employee with the lowest number of hours of overtime does not have the qualifications to fill the vacancy, the crew assignments will move until the employee called can fill a task.
 - c) If the employee with the lowest number of overtime hours does not have the qualifications to cover any vacancy that will maintain a fully qualified shift, then the next employee

with the least number of overtime hours; that has the qualifications to cover the vacancy; will be called to maintain shift strength.

d) If no employees are available after Step (c), then the Company has the right to schedule contractors on the Loading Rack for overtime.

3. Exceptions to the above will be called for overtime, in the order shown below only after steps in 2 a) to d) have been followed:

a) Employees on E.D.O.'s (including days off before and after E.D.O.'s).

b) Employees on Special Assignment, training or approved leave of absence, with the exception of Employees moved up to Shift Supervisor on a short term basis (one set of shifts or less).

c) Employees on vacation or banked statutory holidays.

d) Employees who were sick on their last shift.

e) Employees on Union business.

In these cases, overtime refusals will not be recorded.

4. If after Paragraph 3, no Employees are available, then hold over the unrelieved employee for a maximum of four (4) hours and continue to try and arrange coverage. If the held-over employee's next scheduled shift is less than twelve (12) hours away from his release time, then three (3) overtime meals will be provided by the Company during that next scheduled shift.

5. If no Employees are available after following Paragraphs 2, 3 and 4, then call an Operator from the next shift and give them a one (1) day shift change.

6. Target to equalize overtime in each classification to within twelve (12) hours:

- a) Employees will be called for overtime beginning with the lowest recorded overtime hours (including refused opportunities) and ascending to the highest recorded overtime hours in classifications.
 - b) New employees will not be eligible for overtime until completion of the first phase of the Pumping and Shipping Progression Program. Once approved for overtime, the employee will be charged with an amount of overtime equal to the employee in that classification and department with the maximum amount of overtime, plus one hour.
 - c) An employee moving back to their regular shift from a special assignment (as defined in Clause 3.09), will be credited with the average amount of overtime (worked and refused) of the employees of that department, or their personal overtime (worked and refused) whichever is greater.
7. The Company will keep records of all calls to fill overtime. This shall include: the reason if a call in is used instead of a move up, date, time, calls not answered, and individuals who refuse. Anyone refusing overtime, with the exception of the situations in Paragraph 3 (a) to (e), shall have their record of overtime hours increased by the number of overtime hours refused. An employee calling in sick for their last scheduled shift in the set, will be charged with a refusal and have their record of overtime hours increased by the number of hours of previously scheduled overtime.

FOR THE UNION:

Glen Bienert, President
Robert McKenzie, Vice-President
Dave Rhyno, Operations Chief Steward
Doug Adamson, Maintenance Chief Steward
Wendy Germaniuk, Secretary
Dale Pollard, Treasurer

FOR THE COMPANY:

John Prusakowski, Manager, Production
Darren Lysak, Area Team Lead
Heather Yewchuk, Senior HR Business Advisor

LETTER #7(B)

Effective February 1, 1995

**OVERTIME GUIDELINES – PRODUCTION DEPARTMENT
(UTILITIES, SYNCRUDE, LIGHT OILS & HEAVY OILS)**

1. If a vacancy exists and an extra employee is scheduled, the vacancy will be filled by moving the crew assignments. This will only be done, provided the personnel are qualified to move and the shift, in the opinion of the Shift Supervisor is strong enough. The shift will then be full, with no vacancy. Where an employee calls in sick on the last scheduled shift in the set, that employee will forfeit any scheduled overtime until he/she returns to regularly scheduled work. The Shift Supervisor will then follow steps 2A, 2B and 2C, then continue the process through steps 3, 4 and 5 until this vacancy is filled.
2. If a vacancy exists and an extra employee is not available, follow A, B and C.
 - A. Call the employee with the lowest number of hours on the overtime list to fill the vacancy.
 - B. If the employee with the lowest number of hours of overtime does not have the qualifications to fill the vacancy, the crew assignments will move until the employee called can fill a task.
 - C. If the employee with the lowest number of overtime hours does not have the qualifications to cover any vacancy that will maintain a fully qualified shift, then the next employee with the least number of overtime hours, that has the qualifications to cover the vacancy, will be called to maintain shift strength.
3. Exceptions to the above will be called for overtime, in the order shown below, only after Paragraph 2 has been followed:
 - (a) Employees on E.D.O.'s (including days off before and after E.D.O.'s).

- (b) Employees on Special Assignment, with the exception of personnel moved up to Shift Supervisor on a short term basis (one set of shifts or less).
- (c) Employees on vacation or banked statutory holidays.
- (d) Employees who were sick on their last shift.
- (e) Employees on Union Business

In these cases, overtime refusals will not be recorded.

- 4. If after Paragraph 3, no employees are available, then hold over an unrelieved employee for a maximum of four (4) hours and continue to try to arrange coverage. If the held-over employee's next scheduled shift is less than twelve hours away from his release time, then the next three (3) overtime meals will be provided by the Company during the next scheduled shift.
- 5. If no employees are available after Paragraphs 2, 3 and 4, then call an employee from the next shift **with the lowest overtime hours** and give them a one (1) day shift change.
- 6. Target to equalize overtime to within twelve (12) hours.
 - (a) Employees will be called for overtime beginning with the lowest recorded overtime hours (including refused opportunities) and ascending to the highest recorded overtime hours.
 - (b) New employees will not be eligible for overtime until completion of the first phase of the Technician Progression Program. Once approved for overtime, the employee will be charged with an amount of overtime equal to the maximum amount of overtime, plus one hour of the employees of that department.
 - (c) An employee moving back to their regular shift from a special assignment assignment (as defined in Clause 3.09), will be credited with the average amount of overtime (worked and refused) of the employees of that department, or their personal overtime (worked and refused) whichever is greater.

7. The Company will keep records of all calls to fill overtime. This shall include: the reason if a call-in is used instead of a crew assignment move, date, time, calls not answered, and individuals who refuse. Anyone refusing overtime, with the exception of the situations in Paragraph 3(a) to (e), shall have their record of overtime hours increased by the number of overtime hours refused. An employee calling in sick for their last scheduled shift in the set will be charged with a refusal and have their record of overtime hours increased by the number of hours of previously scheduled overtime.
8. As a requirement for determining minimum crew strength for applying overtime guidelines, the following minimum *qualifications will apply;

Heavy Oils / Syncrude

Shift Team Lead and 2 Tech 1

Light Oils / Utilities

Shift Team Lead and 1 Tech 1

** Qualifications – employee qualified to perform the required duties.
Tech 1 - means holding classification of Tech 1 or higher.*

FOR THE UNION:

G.E. Blake
W.C. Ducherer
R.H. Harel
D.J. Horvat
M.W. Schweitzer
D.D. Scriven
D.C. Yeomans

FOR THE COMPANY:

H.D. MacGregor
V.J. Schmuland
D.M. Kemp
R.G. Laseur
K.B. Forbes

Revised **May 31, 2010.**

OVERTIME GUIDELINES – MAINTENANCE / LABORATORY

The following guidelines outline the Company's practice and procedures to be followed in allocating and recording overtime hours worked in the Maintenance Department and in the Laboratory.

- A. Scheduled Overtime
- B. Non Scheduled Overtime
- C. Rules
- D. Refusals

A. SCHEDULED OVERTIME

When it can be determined at the time the job is initially assigned that overtime will be required, Management will endeavor to select the employee within the craft group needed with the lowest overtime hours, provided such assignment does not significantly disrupt the work already in progress. In extreme circumstances where current knowledge of a particular piece of equipment is deemed necessary, the overtime list may not apply. The Maintenance Supervisor or Maintenance Manager may, based on special requirements, authorize someone other than the employee with the lowest overtime hours to perform the work assignment. The employee assigned the job will be expected to work the overtime, including any overtime that may continue on scheduled days off. If the employee refuses, the employee will be charged the applicable overtime hours outlined in Section D.

Scheduled overtime associated with pre shutdown piping fabrication will be allocated according to the overtime list.

B. NON SCHEDULED OVERTIME

1. Definition

Non scheduled overtime refers to all work assignments that extend beyond regular hours of work that:

- a) at the time of the assignment of the job, the Supervisor was not aware of the need for overtime to complete the job

or

- b) the cause of the overtime work is a result of a non scheduled repair of equipment during non scheduled working hours requiring the call in of employees.

2. Carryover

- a) For 1. a) above, the Supervisor will assess the work and determine if the job can be interrupted without undue disruption or loss of efficiency. If so, the employee in the required craftgroup with the lowest overtime hours will be asked to work the overtime.
- b) When the employee working the job becomes aware that overtime could be required to complete the work, the employee should advise his immediate supervisor as soon as possible. This will allow time to authorize overtime and assign the correct persons. For short duration overtime (one hour or less than 1 hour), the employees agree to minimize disruption to the Company by waiving the changeout.
- c) Craftsperson assigned to overtime job shall stay on the job for the duration of the work.
- d) There will be flexibility as to the time the employees report to the overtime job in order to minimize disruption to work already in progress and allow the employees time to complete the work they are currently assigned.

3. Call In

In the event of an emergency or non scheduled repair, Management will endeavor to select the employee within the craft needed with the lowest overtime hours. In extreme circumstances where current knowledge of a particular piece of equipment is deemed necessary, the overtime list may not apply. The Maintenance Manager or Maintenance Supervisor may, based on special requirements, authorize someone other than the employee with the lowest overtime hours, to perform the assignment. If the employee with the lowest number of overtime hours is not available, Management shall proceed to call the next employee on

the overtime list until the manpower needs of the job are met. If the job continues into scheduled days off, the employee working on the job will be expected to work the overtime. Employees refusing overtime, will be charged the applicable overtime hours outlined in Section D.

C. RULES

For the purpose of the administration of the overtime guidelines, the following rules will apply:

1. The Maintenance Supervisor, **Lab Supervisor**, or alternate will advise the employee of the nature of the overtime assignment and the anticipated duration of the assignment. Employees will not be asked to work more than sixteen (16) hours in a twenty four (24) hour day, except in emergency situations with the approval of the Maintenance Manager, Shift Supervisor, **or Lab Supervisor**.
2. The employee either accepts or rejects the overtime. If they reject the overtime, the employee will be charged a refusal as outlined in Section D.
3. Hourly employees performing the duties of a Move-up Supervisor or Coordinator during the day, will not be eligible for overtime that interferes with their assignment. Move-up Supervisors or Coordinators, will be asked to work eligible overtime (overtime that doesn't interfere with their assignment) in accordance with their place on the overtime list.

If the Move-up Supervisor or Coordinator, rejects the overtime, the employee will be charged a refusal as outlined in Section D. Records of all overtime assignments will be kept in accordance with item 8 below.

4. New employees will not be eligible for overtime until the Supervisor is satisfied the employee is fully oriented and familiar with refinery operating procedures. This orientation period may extend up to 180 days. Once approved for overtime, the employee will be assigned the highest overtime hours for the craft plus one (1) additional hour.

5. During normal working hours, turnover of the equipment to Production and sign off of the work permit by the employee constitutes completion of the job. Once the job is signed off, the overtime list will apply as per these overtime guidelines.
6. In the event that another job comes up while the employee is in the Refinery performing overtime work, the employee will evaluate the time and skills required to complete the job and advise the Shift Supervisor accordingly. The Shift Supervisor will determine the priority of jobs and need for additional help. If additional help is required, the Shift Supervisor will call in additional employees from the overtime list. Once the employee completes the work assignment(s) and passes through the gate the Shift Supervisor will revert to the overtime list before calling the employee back into the refinery.
7. In the event that overtime work is necessary, and qualified craftsmen are not available to work, it is understood that the craftsman contacted with the lowest actual overtime within the craft will be expected to work.
8. The Company will keep records of all overtime assignments, indicating the date, the name(s) of the employee(s) offered, accepting or rejecting the overtime assignment and the duration of the assignment. For Call ins, the following information will be kept: the reason for the call, date, time, calls not answered and individuals who refuse. Employees refusing overtime, will be charged the applicable overtime hours outlined in Section D.

D. REFUSALS

1. In all scheduled and non scheduled overtime situations, if the employee is offered overtime and refuses, the employee will be charged a refusal.
2. Employees that are not available for overtime work for the reasons listed below will not be charged a refusal:

- employee on scheduled vacation or flex day under the Earned Day Off Program.
- employee absence from work due to illness that work day.
- employee not able to perform the overtime assignment because of injury (i.e. employee assigned to light duties or modified work).
- employee on an approved Leave of Absence.
- employee on inactive overtime list.
- employee on union business
- employee on temporary Coordinator or Supervisor move-up and the OT request interferes with the performance of their move-up duties
- employee on a required day off under the Employment Standards Legislative requirements.

The employees in the above situations may be asked or contacted to work the overtime in extreme situations and after other options have been exhausted but they will not be charged a refusal if overtime is rejected.

3. The number of hours charged for a refusal shall be defined as:
 - a. A minimum of five (5) hours for actual overtime worked of two (2) hours or less.
 - b. Nine (9) hours for actual overtime worked in excess of two (2) hours.
4. An employee may request to be placed at the bottom of the overtime list. If the employee decides that they wish to be reinstated on the "active" list, the employee shall be charged the highest overtime hours for the craft plus one additional hour.

FOR THE UNION:

D.W. Pivarnyk
R.G. Woodford
D.A. Traptow
C.R. Scheie
G.G. Bienert
J.L. Vigna
R.E. Nielson

FOR THE COMPANY:

E.A. Parkinson
D.E. Rose
A.F. Palomar
R.H. Wilkins
D.M. Kemp
W.L. Beatty
A. MacDonald

Revised April 26, 2004.

LETTER OF AGREEMENT #10

EMPLOYMENT SECURITY – REFINERY MAINTENANCE

The Company and the Union recognize the current situation relative to contract construction and maintenance in the refinery environment for the purpose of turnarounds, capital projects, special projects, emergency situations, environmental or legislative compliance and the variable component of continuous maintenance. These functions have been performed by contractors at the Edmonton Refinery in the past. In response to the concern that the continuous nature of maintaining the day to day operations of this refinery with company employees has been eroded, the Company is prepared to give the Union the assurance that the complement of Company maintenance employees will be kept at a level substantially comparable to the work force in existence on expiry of the current Collective Agreement (January 31, 1990). This assurance is subject to the following:

1. the mix of trades personnel may change within the overall complement;
2. business circumstances may dictate the closure of a refinery which would negate the commitment or partial closure of a refinery which could alter the commitment;
3. productivity in the Company work force must compare favorably to that of the contract work force;
4. technological change may dictate reduction in trades employment.

In all of the above circumstances, the Company shall discuss with the Union the reasons for any reduction in the trades work force. In such circumstances, the Company agrees to present to the Union, all facts which lead to the Company's decision. The Union will be given a minimum of three (3) months to respond before any action is taken. This letter should not be construed as restricting the Company from operating efficient and productive refineries when measured against competitors in the same business.

Edmonton complement of Maintenance personnel, as of February 1, 2001 is sixty-one (61).

Effective May 22, 2001, Tank Car Loaders will be included in Production.

FOR THE UNION:

Randal Harel
Don Harvey
Trevor Bertholet
Ron. Woodford
Glen Bienert
Brian Campbell

FOR THE COMPANY:

Vern Schmuland
Reno Laseur
Dave Kemp
Allan Terplawy
Kevin Forbes

Executed at Edmonton this 19th day of May, 2001.

LETTER OF AGREEMENT #11

**UTILITIES DEPARTMENT – TIME OFF TO OBTAIN FIRST
AND SECOND CLASS**

STEAM TICKETS

Management will provide paid time off for Utilities Department employees to attend classes to obtain their First or Second Class Steam Ticket for employees who are on shift when classes are available. In addition, the company's Educational Assistance Policy is available to cover tuition, books, and examination fees.

FOR THE UNION:

D.W. Pivarnyik
A.R. Lacroix
D.C. Yeomans
R.G. Woodford
J.W. Bowman
R.A. Baptist
G.G. Bienert
D. Moffatt

FOR THE COMPANY:

B.E. Waywell
H.C. Heuser
W.L. Parfitt
K.B. Forbes
A. MacDonald

Executed at Edmonton this 12th day of April, 1990.

LETTER OF AGREEMENT #13

SHIFT COORDINATOR COVERAGE – SPECIAL ASSIGNMENTS

When the extra pool operators were added to the Operations crews in 1991, the prime justifications were to facilitate training or development or to provide additional coverage for the Shift Coordinator position.

As a follow up to Union/Management discussions on this topic, we would like to clarify concerns around Shift Coordinator coverage.

1. Move up of a Shift Team Lead to a temporary position as Shift Coordinator will be considered a Special Assignment, with a premium to their hourly rate of pay as defined in Article 3.09 of the Collective Agreement.
2. The responsibility of the Shift Coordinator includes the direct supervision of work crews in the assigned areas for the safe, reliable and efficient operation of the units to achieve the targeted production. A Shift Team Lead moved up to a Shift Coordinator would not be expected to discipline an hourly employee, but would be expected to take appropriate actions to ensure the safety of the personnel and equipment within the Refinery.
3. For the purposes of overtime eligibility, and employee moved up temporarily to Shift Coordinator will be considered on Special Assignment, as per Section 2. e ii) of Letter of Agreement #7 of the Collective Agreement, only if the move up extends beyond one set of shifts.
4. Scheduling of a temporary move up to Shift Coordinator will only be done when the remainder of the Shift Team Lead's crew is qualified to move up as required to maintain minimum complement on the shift with no vacancies and if no training or development has been scheduled, for the duration of the move up. Once the temporary move up has been scheduled, the crew will be considered to be moved up for the purpose of evaluating subsequent vacation/E.D.O. requests.

FOR THE UNION:

G.E. Blake
W.C. Ducherer
R.H. Harel
D.J. Horvat
M.W. Schweitzer
D.D. Scriven
D.C. Yeomans

FOR THE COMPANY:

H.D. MacGregor
V.J. Schmuland
D.M. Kemp
R.G. Laseur
K.B. Forbes

Revised February 1, 1997

LETTER OF AGREEMENT #14

SHIFT TURNOVER

This letter will confirm the understanding and agreement reached between the Company and the Union regarding the Company's expectations regarding Shift Turnover

- a) Shift Workers as defined in article 2.012 will participate in shift turnover in accordance with company standards.
- b) The Union and the Company agree to jointly apply to Alberta Employment Standards, if required, for a permit to extend daily hours for the purpose of shift turnover.

The joint application mentioned above will extend daily hours of work for the purpose of shift turnover. If the joint application is unsuccessful for any reason, the Company and the Union will meet to develop a solution that meets legislative requirements and maintains the integrity of the shift turnover process.

- c) Shift Workers as defined in article 2.012 will receive a shift turnover allowance of twenty four (24) hours of regular straight time pay per calendar year in exchange for completing shift turnover in accordance with company standards.
- d) Shift Workers as defined in article 2.012 will be prorated on a monthly basis based on active service per month per calendar year. Pro-ration will occur based on start date and retirement date.
- e) The allowance will be paid as a lump sum on the fourth pay period of the subsequent calendar year and will be based on active service as a Shift Worker as defined in article 2.012 during the prior calendar year. The payout will be pro-rated for Shift Workers who are newly hired or are voluntarily/involuntarily terminated based on actual service in the prior calendar year. The payout will be pro-rated based on inactive status, this includes long-term disability and approved leave of absence greater than thirty (30) days (with or without pay). In 2010 the allowance will be pro-rated from the date of ratification.

FOR THE UNION:

Glen Bienert, President
Emerson Cosby, Vice-President
Phil Belanger, CEP

FOR THE COMPANY:

John Prusakowski, Director, Production
Mike Lyne, Director, Maintenance
Vik Khullar, HR Team Lead

Dated: September 2, 2010 at Edmonton, Alberta

LETTER OF AGREEMENT #15

COKERS

This Letter of Agreement (LoA) will confirm the understanding and agreement reached between the Company and the Union regarding Cokers in the coker unit. The changes indicated below replace any and all applicable Articles of the existing collective agreement.

Probationary Period

The probationary period, as defined by Clause 8.01 in the CBA, will continue to be applicable notwithstanding which phase of progression the employee may reach during the 180-day period.

Performance Reviews

All employees will have an annual capability and feedback review with their supervisor.

Schedule of Wages/Progressions

1. Hourly Rate Schedule: The following new hourly rate table for coker classifications replaces the current collective agreement (Appendix I).

CLASSIFICATION	EFFECTIVE Feb. 01, 2008	EFFECTIVE Feb. 01, 2009
Coke Operator #1 (new)	\$33.39	\$35.07
Coke Operator #2	\$32.00	33.61
Coke Operator #3	\$30.41	\$31.94
Probationary Coke Operator	\$28.55	\$29.98

2. Articles 3 (Rates of Pay), 3.07 (Coker Push Rate), and 4.10 (Placement on Shift) of the current collective agreement, continue to be in effect.

Progression Principles

1. All employees are required to perform work within their capability.
2. All coker employees are required to progress to Coke Operator #1.
3. Employees will undergo an ongoing verification of their skills.
4. Final authority to certify individuals, as qualified, resides with the Company.
5. There are 3 main skills phases in which a Coke Operator is required to complete. Upon the attainment of the first phase will result in a rate increase to the next Classification until reaching the top Classification level of Coke Operator #1.
6. Date of qualification will set progression to next phase and rate increase.
7. On signing of this letter, all existing employees, who have completed their probationary period; meet refinery requirements for motor vehicle operation; and have successfully completed the pre-start-up training program will be assigned to the Coke Operator #1 (new) classification.
8. New employees will be assigned to the appropriate Classification based on their qualifications.

Shifts & Scheduling:

Shift Workers are defined in Article 4.12

Overtime Guidelines – Production Department – Cokers

1. If a vacancy exists and an extra employee is scheduled, the vacancy will be filled by moving the crew assignments. This will only be done, provided the personnel are qualified to move and the shift, in the opinion of the Shift Supervisor is strong enough. The shift will then be full, with no vacancy. Where an employee calls in sick on the last scheduled shift in the set, that employee will forfeit any scheduled overtime until he/she returns to regularly scheduled work. The Shift Supervisor will then follow steps 2A, 2B and 2C, then continue the process through steps 3, 4 and 5 until this vacancy is filled.

2. If a vacancy exists and an extra employee is not available, follow A, B and C.
 - A. Call the employee with the lowest number of hours on the overtime list to fill the vacancy.
 - B. If the employee with the lowest number of hours of overtime does not have the qualifications to fill the vacancy, the crew assignments will move until the employee called can fill a task.
 - D. If the employee with the lowest number of overtime hours does not have the qualifications to cover any vacancy that will maintain a fully qualified shift, then the next employee with the least number of overtime hours, that has the qualifications to cover the vacancy, will be called to maintain shift strength.
3. Exceptions to the above will be called for overtime, in the order shown below, only after Paragraph 2 has been followed:
 - (b) Employees on E.D.O.'s (including days off before and after E.D.O.'s).
 - (b) Employees on Special Assignment, with the exception of personnel moved up to Shift Supervisor on a short term basis (one set of shifts or less).
 - (c) Employees on vacation or banked statutory holidays.
 - (d) Employees who were sick on their last shift.
 - (e) Employees on Union Business

In these cases noted above in 3(a) to 3(e), overtime refusals will not be recorded.

 - (f) If after Paragraph 3(a) to 3(e), no employees are available, the Company will attempt to utilize existing Maintenance employees to operate the Loader.

4. If after Paragraph 3, no employees are available, then hold over an unrelieved employee for a maximum of four (4) hours and continue to try to arrange coverage. If the held-over employee's next scheduled shift is less than twelve hours away from his release time, then the next three (3) overtime meals will be provided by the Company during the next scheduled shift.
5. If no employees are available after Paragraphs 2, 3 and 4, then call an employee from the next shift and give them a one (1) day shift change.
6. Target to equalize overtime to within twelve (12) hours.
 - (a) Employees will be called for overtime beginning with the lowest recorded overtime hours (including refused opportunities) and ascending to the highest recorded overtime hours.
 - (c) New employees will not be eligible for overtime until completion of the Probationary Period. Once approved for overtime, the employee will be charged with an amount of overtime equal to the maximum amount of overtime, plus one hour of the employees of that department.
 - (c) An employee moving back to their regular shift from a special assignment (as defined in Clause 3.09), will be credited with the average amount of overtime (worked and refused) of the employees of that department, or their personal overtime (worked and refused) whichever is greater.
7. The Company will keep records of all calls to fill overtime. This shall include: the reason if a call-in is used instead of a crew assignment move, date, time, calls not answered, and individuals who refuse. Anyone refusing overtime, with the exception of the situations in Paragraph 3(a) to (e), shall have their record of overtime hours increased by the number of overtime hours refused. An employee calling in sick for their last scheduled shift in the set will be charged with a refusal and have their record of overtime hours increased by the number of hours of previously scheduled overtime.

This letter will be effective at the start-up of the new coker.

FOR THE UNION:

Glen Bienert, President
Robert McKenzie, Vice-President
Dave Rhyno, Operations Chief Steward
Randal Harel, Maintenance Chief Steward
Dale Pollard, Treasurer
Joe Carrola, Secretary

FOR THE COMPANY:

John Prusakowski, Manager, Production
Mike Lyne, Manager, Maintenance
Heather Yewchuk, Senior HR Business Advisor

Dated: November 19, 2008 at Edmonton, Alberta

LETTER OF AGREEMENT #16

TECHNICIAN PROGRESSION PROGRAM (TPP)

This letter will confirm the understanding and agreement reached between the Company and the Union regarding the Technician Progression Program (TPP) which is contained in existing Appendix I and Appendix II: Technician Progression Program of the collective agreement.

General Principles:

1. Durations for phases indicated in the CBA, will be considered as the maximum time allowed for each phase of the TPP, except for STLA phase.
2. The probationary period, as defined by Clause 8.01 in the CBA, will continue to be applicable notwithstanding which phase of progression the employee may reach during the 180-day period.
3. Once an employee has declared they wish to progress to STLA, they will have 18 months at the STLA level before progressing to STL. Courses and related training requirements must be completed within the first twelve (12) months from the date the written notice was submitted to the Company, or the waiting period as identified by the CBA will apply.
4. Date of qualification will set progression to next phase and rate increase.
5. Initial qualification and preparation for testing is the responsibility of LP/STL – as per 1997 Performance-based Progression.
6. Final authority to certify individual as qualified resides with the Company.
7. Any other applicable Technician Progression Program Articles in the collective agreement remain in effect.
8. Annual reviews of TPP will be conducted to verify that training program is delivering on intended objectives. Revisions to TPP timelines or reverting back to fixed durations for TPP phases are options if training program deficiencies are identified.

FOR THE UNION:

Glen Bienert, President
Robert McKenzie, Vice-President
Dave Rhyno, Operations Chief Steward
Randal Harel, Maintenance Chief Steward
Dale Pollard, Treasurer
Joe Carrola, Secretary

FOR THE COMPANY:

John Prusakowski, Manager, Production
Mike Lyne, Manager, Maintenance
Heather Yewchuk, Senior HR Business Advisor

Dated: November 19, 2008 at Edmonton, Alberta

LETTER OF AGREEMENT #17

**CREDIT FOR RELATED WORK EXPERIENCE TOWARDS
VACATION**

1. In recognition of the current labour situation in Alberta, and the importance of attracting and retaining employees, the parties have agreed to recognize previous related work experience for the purpose of calculating vacation credits.
2. This letter will confirm the understanding and agreement reached between the Company and the Union regarding the recognition of previous related work experience toward vacation credits. We believe this addresses the concerns identified by both parties and appreciate the team effort in resolving this issue.
3. As determined by the Company, a new employee (see attached examples and implementation process) is eligible to receive recognition of previous related experience up to a maximum of ten (10) years for the purpose of determining the employee's entry level for vacation entitlement. The Company will consider experience from substantially similar jobs in the oil and gas industry or substantially similar job in any other industry. The company reserves the right to determine whether the experience is relevant and what proportion, if any, that it will recognize.
4. Upon signature of this Letter of Agreement, the Union agrees to withdraw grievance #OP175.

FOR THE UNION:

Glen Bienert, President
Robert McKenzie, Vice-President
Dave Rhyno, Operations Chief Steward
Randal Harel, Maintenance Chief Steward
Dale Pollard, Treasurer
Joe Carrola, Secretary

FOR THE COMPANY:

John Prusakowski - Manager, Production
Mike Lyne - Manager, Maintenance
Heather Yewchuk, Senior HR Business Advisor

Dated: November 19, 2008 at Edmonton, Alberta

LETTER OF AGREEMENT #18

LABORATORY HOURS OF WORK

This letter will confirm the understanding and agreement reached between the Company and the Union regarding the Laboratory Progression which will replace Appendix II "Laboratory Progression", section "New Schedule" in the current collective agreement:

Laboratory Hours of Work

1. Employees will follow the following schedule designed to cover weekends at straight time.
 - a. Monday – Thursday schedule
The regular hours of work Monday through Thursday from 0630 – 1630 hrs, plus one Sunday every five weeks from 0630 – 1630 hrs.
 - b. Tuesday – Friday schedule
The regular hours of work Tuesday through Friday from 0630 – 1630 hrs, plus one Saturday every five weeks from 0630 – 1630 hrs.
2. No EDO's with this schedule; no overtime meals during normal schedule.

Any other applicable Laboratory Progression Articles in the collective agreement remain in effect.

This Letter will be reviewed the next round of collective bargaining.

FOR THE UNION:

Glen Bienert, President
Robert McKenzie, Vice-President
Dave Rhyno, Operations Chief Steward
Dale Pollard, Treasurer

FOR THE COMPANY:

Rita Clark – Lab Supervisor
John Prusakowski - Manager, Production
Heather Yewchuk, Senior HR Business Advisor

Dated: December 3, 2008 at Edmonton, Alberta

2010

JANUARY						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

MARCH						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

MAY						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

JULY						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

NOVEMBER						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

FEBRUARY						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

APRIL						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

JUNE						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

AUGUST						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

OCTOBER						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

DECEMBER						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

2011

JANUARY						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

MARCH						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

MAY						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JULY						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SEPTEMBER						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

NOVEMBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

FEBRUARY						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

APRIL						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

JUNE						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

AUGUST						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

OCTOBER						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

DECEMBER						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

2012

JANUARY						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

MARCH						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

MAY						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JULY						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SEPTEMBER						
S	M	T	W	T	F	S
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

NOVEMBER						
S	M	T	W	T	F	S
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

FEBRUARY						
S	M	T	W	T	F	S
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5	6	7	8	9	10	11
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19	20	21	22	23	24	25
26	27	28	29			

APRIL						
S	M	T	W	T	F	S
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JUNE						
S	M	T	W	T	F	S
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AUGUST						
S	M	T	W	T	F	S
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19	20	21	22	23	24	25
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OCTOBER						
S	M	T	W	T	F	S
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21	22	23	24	25	26	27
28	29	30	31			

DECEMBER						
S	M	T	W	T	F	S
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16	17	18	19	20	21	22
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30	31					

2013

JANUARY						
S	M	T	W	T	F	S
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6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

MARCH						
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
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31						

MAY						
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JULY						
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28	29	30	31			

SEPTEMBER						
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NOVEMBER						
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FEBRUARY						
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APRIL						
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JUNE						
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AUGUST						
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OCTOBER						
S	M	T	W	T	F	S
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DECEMBER						
S	M	T	W	T	F	S
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				