

# **COLLECTIVE AGREEMENT**

**Between**

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,  
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL,  
AND SERVICE WORKERS INTERNATIONAL UNION  
LOCAL 9316**



**And**



**NORTH ATLANTIC REFINING LIMITED  
COME BY CHANCE, NEWFOUNDLAND**

January 1, 2011 to December 31, 2014

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## **ARTICLE 1 - PURPOSE OF AGREEMENT**

1:01 In consideration of the mutual value of joint discussions in order to foster a mutually beneficial Employer / Employee relationship, North Atlantic Refining Limited, hereinafter called "the Company" and United Steelworkers, Local 9316, hereinafter called the "Union" agree that the purpose of this Agreement shall be to set forth herein certain terms and conditions of employment pertaining to rates of pay, hours of work and other working conditions and to provide a method of conflict resolution so as to promote orderly and productive relations to achieve an uninterrupted operation of the Refinery at Come By Chance and to achieve the highest level of performance consistent with safety, good health and sustained effort. The Union and the Company pledge to work together to create/maintain an environment of co-operation, rather than confrontation, where employees and management treat each other with respect.

## **ARTICLE 2 - RECOGNITION AND RELATIONSHIP**

- 2:01
- (1) The use in this Agreement of the words "Employee" or "Employees" shall mean any person or persons covered by this Agreement and, where the parties intend to refer only to a type of employee, this Agreement references the type by any of the following names: "Regular Employee; Part-Time Employee, Probationary Employee or Temporary Employee".
  - (2) "Regular Employee" is an employee who has a permanent full-time position and whose name correctly appears as Regular Full-Time Employee on the Seniority List of Regular Employees.
  - (3) "Part-Time Employee" is an employee who is classed as a Part-Time Employee who may be scheduled to work regular and overtime hours in any classification for fill-in, relief or for supplementing regular work force for increases in work loads. Part-time Employees may only achieve Regular Employee status through the job posting procedure.
  - (4) "Probationary Employees" are employees without seniority rights designated either as a Probationary Part-Time Employee or a Probationary Regular Employee, but does not include Temporary Employees.
  - (5) "Temporary Employees" are employees without seniority rights who are not hired as a part time or regular employee. Temporary employees who have

worked sixty (60) cumulative work days within a twelve (12) month period, will be assigned to a ranking list by primary skills ("Skills Group") for the purpose of an offer of rehire. When terminated a ranked temporary employee will remain on the list for one (1) year provided he/she does not refuse an offer of re-employment. Refusal of an offer of re-employment will cause the ranked temporary employee to lose his/her ranked status.

Temporary employees may only achieve regular or part-time status through the job posting procedure.

When terminating temporary employees, except during turnarounds, non-ranked temporary employees will be terminated prior to ranked temporary employees.

However if after the completion of the turnaround temporary employees are still required, all non-ranked temporary employees will be terminated and any ranked temporary employees will be terminated and any ranked temporary employees who were previously terminated will be offered a rehire where the need for temporary workers exists within their skills group.

2:02 The Company recognizes Local 9316 as the sole and exclusive bargaining agent for all employees working at Come By Chance, Newfoundland operations, save and except President, Refinery Manager, Department Directors, Department Managers, Supervisory personnel, Office Staff, Engineers, Technologists, Draftspersons, Planners, Human Resources personnel, Employee Services personnel, Business Services personnel, Chemists, Laboratory Supervisors, Laboratory Co-ordinators, Controllers, Security Guards, Quality Control personnel, Nurses, Chief Buyers, Co-op Engineering Students, Training Department Personnel, non-working Supervisors, those above the rank of non-working Supervisors, and construction employees (Welders) covered by the Certification Order issued to United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Local 740.

2:03 If the Company implements, during the life of this Agreement, a new job not currently covered by this Agreement, the Company shall notify the Union of this new job and meet to discuss the wage rate to be paid and the training required before finalising the wages

and training requirements to be applied. The rate of pay shall be within the range of wage rates existing under this Agreement. Any disagreement as to the rate assigned to a new job shall be subject to review by an arbitrator.

2:04 The Company and the Union agree that no employee and no member of the family of any employee shall in any manner be discriminated against or coerced, restrained or unduly influenced on account of membership or non-membership in any labour organization or by reason of any activity or lack of activity in any labour organization.

2:05 It is understood that exempted personnel defined under Article 2:02 will not perform the work of an employee of the bargaining unit, except where such work arises:

- (1) in emergencies or where an absence would stop work sequences. Those "fill-ins" would necessarily be of short duration.
- (2) for experimental work or to instruct or train employees on new and changing operations.
- (3) necessary to their duties in preserving the orderly prosecution of the work but shall not perform work for extended duration's where the effect is to deny an employee work for which he/she would otherwise be available.

It is further understood the exempted personnel shall not take advantage of these exceptions in such a manner or over such a period of time that it could reasonably be said that such personnel are doing the job of a person in the bargaining unit.

2:06 During the term of this Agreement, the Union agrees there will be no strikes and the Company agrees that there will be no lockouts.

2:07 Should a dispute arise as to whether an employee's position is appropriate for collective bargaining within the meaning of the Certification Order dated November 6, 1991 the matter may be submitted by either party to the Newfoundland Labour Relations Board for final decision.

2:08 A grievance alleging a violation of Article 2:05 may be filed directly at Step Three of the grievance procedure. If it is determined that

there has been such a violation, the arbitrator shall have the power to order the Company to cease and desist.

2:09 Any individual agreement negotiated and agreed upon by any individual member of the bargaining unit modifying the content or the application of the present collective agreement shall be null and void.

2:10 The company and Union will hold monthly LMC meetings. The agenda items will be proposed by the Union and the Company five (5) days in advance where practicable.

### **ARTICLE 3 - CONTRACT WORK**

3:01 The Company and the Union agree that contracting out is unavoidable. The Company will keep contracting out of, production, maintenance and construction work, normally performed by the bargaining unit to a minimum by following the provisions of this clause.

3:02 The Company will, except in circumstances which are unforeseen, or arise by reason of sudden equipment failure requiring immediate attention, give the Union President or a designed executive member notice to contract out work described in Article 3.01. The notice will provide details of the work to be done. Within ten (10) days of the notice being given, the Union President or designate may request a meeting to be held within a further five (5) days. The management representative responsible for contracting out the work will meet at the request of the Union President or his/her designate for the purposes of a review of the reasons for the notice being given. The review must be conducted against a standard of review which includes all of the following:

- (1) whether the Company has sufficient materials and equipment to do the work.
- (2) whether the work can be adequately managed, e.g. sufficient supervision, engineering and logistical support; and
- (3) are there available existing employees of the bargaining unit who have the required qualifications and skills to perform the work in a safe and efficient manner;
- (4) can the work be completed on time and for the same or

lower cost than a contractor.

A failure in any aspect of the stated (4) elements of the standard results in the requirements of Clause 3.01 being met. Reference to days in this Clause means regular business days 7:30 am to 4:30 pm Monday to Friday.

3:03 The Union recognizes that the continued efficient operation of the Company's Refinery will involve the continued use of contractors to perform:

- (1) snow removal (equipment and equipment operator only)
- (2) maintenance, repairs and laboratory work requiring outside specialists (whether in knowledge or in the operation of tools and equipment not available at the Refinery);
- (3) turnarounds, where all required qualified regular or part time employees of the bargaining unit are employed;
- (4) the on-site creation of new units, equipment or buildings of a type not normally done by the bargaining unit during the currency of the 1994 – 1997 collective agreement and those work assignment understandings reached during the effective period of the 1994 - 1997 collective agreement.

hereinafter called the "exceptions". Article 3:02 does not apply to the "exceptions".

3:04 No qualified regular employee in the bargaining unit will be laid off or displaced to a job for which he/she receives a lower rate of pay because of work being performed by a contractor. Furthermore before contracting out such work, the company will recall, in accordance with article 9:06, qualified regular-employees who are laid off or displaced for such work, provided these regular employees are available.

3:05 No regular employee working in a job in the department or departments in which a contractor is employed will be displaced from his/her department because of the contractor's work, during the period of time a contractor's employee is working in a similar occupation on-site.



## **ARTICLE 4 - MANAGEMENT RIGHTS**

4:01 It is the exclusive function of the Company, among others, as it sees fit to:

(1) maintain order, discipline and efficiency, hire, promote, demote, suspend, discharge for just and sufficient cause, lay off, assign to shift, transfer employees and increase or decrease the working force; make and alter from time to time rules and regulations to be observed by the employees; and to train employees;

(2) manage and operate its business in all respects in accordance with its commitments and responsibilities. The location of the plants, the products to be manufactured, the scheduling of manpower and production, the right to decide on the number of employees needed at any time, the methods, processes and means of manufacturing are solely and exclusively the responsibility of the Company.

4:02 All management rights, whether enumerated or otherwise, shall be reserved unto management except as specifically abridged by this Agreement.

## **ARTICLE 5 - UNION REPRESENTATIVES AND SECURITY**

5:01.01 The Company shall deduct Union dues including, where applicable, initiation fees and assessments, on a monthly basis, from the total earnings of each employee covered by this agreement. The amount of dues shall be calculated in accordance with the Union's Constitution.

5:01:02 All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than 20 days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers of America, AFL-CIO-CLC, P.O. Box 13083, Postal Station A, Toronto, Ontario M5W 1V7 in such form as shall be directed by the Union to the Company along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the Union office designated by the Area Coordinator in Moncton, NB.

5:01:03 The remittance and the R-115 form shall be accompanied by a statement containing the following information:

a) A list of the names of all employees from whom dues were deducted and the amount of dues deducted;

- b) A list of the names of all employees from whom no deductions have been made and reasons;
- c) This information shall be sent to both Union addresses identified in Article 5:01:02 in such form as shall directed by the Union to the Company.

5:01:04 The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this article.

5:01:05 The Company, when preparing T-4 slips for the employees, will enter the amount of Union dues paid to the employee during the previous year.

5:01:06 The Company agrees to deduct on a weekly basis the amount of \$0.01 cents per hour from the wages of employees in the Bargaining Unit for all hours worked prior to the fifteenth day of the month following, to pay the amount so deducted to the Humanity Fund and to forward such payment to the United Steelworkers, National Office, 234 Eglinton Ave. East, Suite 800, Toronto, Ontario M4P 1K7, and to advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment and the names of all employees in the Bargaining Unit on whose behalf such payment has been made. The Company agrees to pay an equivalent amount of the total employee contribution each month.

It is understood and agreed that participation by an employee in the Bargaining Unit in the program of deductions for the Humanity Fund set forth above may be discontinued by an employee in the Bargaining Unit after the receipt by the Company and the Local Union of that employee's written statement of his/her desire to discontinue such deductions from his/her pay which may be received within four weeks of ratification of this Agreement or at any time thereafter.

The Company, when preparing T-4 slips for the employees, will enter the amount contributed to the Humanity Fund by the employee during the previous year.

5:02 Where the Company makes deductions and remittances in accordance with this Agreement and in accordance with the amounts directed by the Union, the Company shall not be liable for any other sums or amounts either to employees or the Union if it should after appear that an error occurred that was not the direct responsibility of the Company.

5:03 The Company shall recognize a maximum of ten (10) stewards.

- 5:04 During their regular working hours Stewards, Officers, and Committee persons will be allowed a reasonable time, when occasion demands, from their jobs at straight time pay, to attend meetings with the Company mutually arranged. Before leaving the job, however, Stewards, Officers and Committee persons must obtain permission from the Supervisor. Stewards, Officers and Committee persons will also report to the Supervisor when they return to their duties. Permission will be withheld where the absence will interfere with the safe and efficient operation of the unit or responsibilities of the employee concerned.
- 5:05 The Union will notify the Company in writing of the names and the dates of assumption of responsibilities of Officers and Shop Stewards of the Union. The Company shall not recognize any employee as a member of any committee or as a Steward until it has received written notification of their appointment or selection.
- 5:06 The Union Bargaining Committee shall consist of not more than five (5) employees.
- 5:07 The Company will make available to each of its employees at work an acceptable copy, agreed to by both parties, within 60 days (excluding weekends and holidays) of the signing of the formal agreement.
- 5:08 An International Representative of the Union for the Province or part of the Province will ordinarily be granted access to the Refinery upon two weeks notice provided such Representative agrees to and follows access policy and procedures for visitors to the Refinery premises. Access to the operating units is not permitted without proper escort as determined by such policies. While on the Refinery premises, such persons are at their own risk.
- 5:09 The president of Local 9316 or his/her designate will be provided an opportunity to present Union information to all new employee (s), as part of or in conjunction with the Refinery Orientation Program. Such presentations will be limited to twenty (20) minutes and scheduled by the Company.
- 5:10 If an employee requests to have a union representative in attendance at a meeting with the company, he/she shall have representation.

## **ARTICLE 6 - GRIEVANCE & ARBITRATION PROCEDURE**

6:01 Should any difference arise as to the interpretation, application, administration or alleged violation of the provisions of this Agreement, an earnest effort shall be made by both parties to settle the difference in the following manner.

6:02 **STEP 1**

Any employee will take up his/her grievance directly with his/her immediate supervisor verbally with the help of his/her shop steward immediately after the occurrence of the circumstances giving rise to the grievance, but, in no case, more than two (2) working days after the circumstances were or ought to have reasonably been known to the employee. The supervisor shall respond with his/her decision as soon as possible, but not later than two (2) working days after the matter being discussed.

**STEP II**

Failing settlement at Step I, within a further five (5) working days, the employee or a Steward on behalf of any employee, may elevate a written grievance to the Department Director, or designate, who shall hold a meeting with the appropriate supervisory people, representative of Human Resources and the Union and the Griever within a further 5 working days and provide his/her answer within a further five (5) working days.

**STEP III**

Failing settlement at Step II, the Union may submit the grievance to the Director, Human Resources or his/her designate within five (5) working days of receipt of the Step II answer. The President of the Company will assign a Director to convene a meeting within a further ten (10) working days with the appropriate supervisory people, representative of Human Resources, and the Union, and the Griever, to discuss the matter and the Director will provide his/her answer within a further five (5) working days.

6:03 If a satisfactory answer is not reached at Step III, the grievance may be referred to either expedited arbitration in accordance with the provisions of this agreement (6:17) and will be scheduled to be heard within thirty (30) days from the date of referral or procedural arbitration within a period of fifteen (15) days after receipt of the answer at Step III. Notice of referral to arbitration must be made to the Director, Human Resources in writing.

6:04 The time limits imposed on the initial filing of a written grievance are not intended to defeat a grievance where the employee or Union could not have reasonably been aware of the circumstances upon which they claim a violation of the Agreement is based, for example, delay caused by pay calculation procedures which extend

beyond the allowed time limit, or absence through illness, compensable accident, vacation, or authorized leave of absence.

- 6:05 Time limits set forth in the Article may only be expanded or contracted by mutual agreement in writing between the parties. Failure by the Company to advance the grievance as outlined above will result in the granting of the grievance. Failure by the Union to advance the grievance as outlined above will result in the withdrawal of the grievance.
- 6:06 Where more than one employee files a grievance regarding the same issue, the parties agree to handle the individual grievances as a group grievance and hear them simultaneously.
- 6:07 Should a difference arise between the Union and the Company as to the interpretation, application or alleged violation of this Agreement the Union shall have the right to file a grievance which shall be taken up at Step III of the grievance procedure and if a satisfactory settlement of the dispute is not reached within 25 calendar days, the Union may refer the matter to arbitration no later than a further 21 calendar days.
- 6:08 It is understood that management may bring forward, at any meeting held with the Union grievance committee, any complaint in respect to the conduct of the Union in its dealings with the Company and, if such complaint by the management is not settled to the mutual satisfaction of the two (2) parties, it may be treated as a grievance filed under the procedures set out in this Collective Agreement and referred to arbitration in the same way as the grievance of any employee.
- 6:09 The parties shall choose an Arbitrator in rotation from the following list of Arbitrators:

- (1) Mr. David Alcock
- (2) David Buffett
- (3) Mr. James Oakley
- (4) Mr. John Scott

If the Arbitrator chosen in rotation from the agreed list is not available for hearing within thirty (30) days or such longer period as is mutually agreed upon by the parties, then he/she will be replaced by the next person on the list.

If none of the Arbitrators are available within a reasonable period of time, the parties may attempt to agree to use the first one that is

available unless another Arbitrator can be agreed upon who is prepared to meet within a reasonable period of time.

- 6:10 Should the Arbitrator find there has been a violation of the Agreement and such violation has resulted in a measurable loss, the Arbitrator shall have the right to order payment for such loss in full or in part as the Arbitrator may deem just in the circumstances.
- 6:11 The Arbitrator shall have the right to interpret the provisions of this Agreement, but shall not have the right or authority to alter in any way, add to, subtract from or modify any of the terms thereof, nor make any decision inconsistent with the terms of this Agreement.
- 6:12 The Arbitrator's decision shall be final and binding upon the parties.
- 6:13 The parties shall bear jointly the expenses of the Arbitrator.
- 6:14 The term "working day" as used in Article 6 is defined as the scheduled working days by the individual whose grievance it is, if a personal grievance. If a Group Grievance, a Policy or Union Grievance, or Management Grievance "working day" shall mean plant business day usually Monday through Friday. Where the employee who files a personal grievance is a rotating shift worker, the term "working day" and the specified number shall be replaced such that the entire Step procedures (Step I, II & III) shall be complete before the conclusion of the next two (2) full shift rotations (fifty six (56) days) after the shift of that employee that the grievance arose.
- 6:15 All grievances shall be in the form attached hereto in Appendix "C" in multiple copies of 4 in different colours. The supervisor in Step II shall receive page 2, the Union pages 3 and 4, with page 1 being the original Grievance which shall have a space provided for the initials of the supervisor who received page 2 and the original Grievance will be taken to Human Resources and entered in the Grievance Log Book provided for that purpose.
- 6:16 The Grievance Chairperson or his/her designate will be granted reasonable time during his/her work day/shift to deal with issues pertaining to current outstanding grievances and all correspondence from the Company pertaining to grievances will be directed to the Grievance Chairperson or his/her designate and copied to the Union President.
- 6:17 The Expedited Arbitration Procedure can only be used by mutual agreement of the parties to the Collective Agreement.

Grievances referred to expedited arbitration must be scheduled to be heard within thirty (30) days from the date of referral, unless the

hearing is delayed by mutual agreement between the parties or by the arbitrator.

The parties shall make every reasonable attempt to proceed by admission and minimize the use of witnesses.

The purpose of developing this expedited arbitration system is to both save cost and time while ensuring fair and reasonable decisions. To that end, presentations made in expedited arbitration should be short and concise and should include a comprehensive opening statement.

Where practical, hearings are to be held in Company or Union facilities to reduce costs. The parties agree that lawyers will not be used to represent either side. The Local Union shall appoint one of its officers or the Union staff representative to represent the grievor, and the Company shall appoint one of the management staff or another person to represent the Company.

All decisions of the expedited arbitrator are limited in application to that particular dispute. The award of the expedited arbitrator sets no precedent and is not to be referred to by either party in any subsequent proceeding. The award will be final and binding.

Whenever possible, the arbitrator shall deliver the decision orally at the conclusion of the hearing, giving a brief summary of the reasons for the decision and then confirm these conclusions in writing within ten (10) days of the date of the hearing. When it is not possible to give an oral decision at the conclusion of the hearing, the arbitrator shall render it in writing with a brief summary of the reasons. The arbitrator must render the written decision as soon as possible, but at all times, within ten (10) days of the date of the hearing. The award in written form should be a one to two page award setting out briefly the reasons for the decision.

Such decisions may not be used to alter, modify or amend any part of the Collective Agreement, nor should any decision be incompatible with the provisions of the Collective Agreement.

## **ARTICLE 7 - DISCIPLINE & DISCHARGE PROCEDURE**

- 7:01 Notice of disciplinary action, including discharge, shall be given in writing within ten (10) days of the time the Company has determined there is an infraction.
- 7:02 Disciplinary records will remain in the employee's file for six (6) to fifteen (15) months (see Chart 7:02-A). All action will be progressive from each previous incident of a similar nature.

CHART 7:02 - A

(1) Verbal counseling	6 months-
(2) Written reprimand	12 months-
(3) Disciplinary suspension	15 months-

- 7:03 Where an employee works for the total consecutive months indicated in Chart 7:02-A, with no further disciplinary measure of a similar nature imposed upon him/her, then all actions pre-dating the last action will be deleted from his/her employment record.
- 7:04 An employee, on request, will be permitted to review his/her employment record but he/she shall not remove any material from such record nor in any way attempt to alter the record except through the grievance procedure.
- 7:05 In the event an employee is suspended by the Company pending investigation of his/her behavior which could result in formal disciplinary action, such suspended employee will be advised in writing by the Company within five (5) days of his/her suspension. He/she will be further advised in the same letter that the investigation could lead to formal disciplinary action including possible suspension without pay, or discharge. A copy of this letter will be given at the same time to the President of the Union or his/her designate.
- 7:06 When an employee is called in to be dismissed or suspended from employment he/she shall be accompanied by a member of the Union Executive or by his/her Steward unless he/she requests in writing that no such person accompany him/her.
- 7:07 The investigation shall be completed as quickly as possible and a final decision will be rendered within five (5) scheduled working days of (i) the employee (ii) any eye witnesses, and (iii) supervisors involved unless the parties mutually agree to extend the time limits.
- 7:08 In the event an employee is discharged or suspended and he/she alleges to have been discharged or suspended without just cause, he/she shall file his/her grievance in accordance with Article 6 within ten (10) days. If an employee is found to be unjustly discharged or suspended and is reinstated, the Company will reinstate the employee to employment in the same or equivalent position where the former position no longer exists without loss of seniority, earnings or benefits as agreed upon by the parties or as decided by the Arbitrator but less any earnings of the employee earned during the period.



- 7:09 Serious violations or breach of Company policy or rules will be considered an offence resulting in instant suspension pending investigation, and, if proven, dismissal could be the appropriate penalty. The following offences, if demonstrated to the union or an Arbitrator, as having been committed by an employee, dismissal is the appropriate response:
1. Removing or attempting to remove company property or treating company property as his/her own without authorization.
  2. Alcohol and/or drug possession/consumption while on duty.
  3. Fighting.
  4. Horseplay resulting in serious injury.
  5. Smoking in a non-designated smoking area.
- 7:10 A Union Steward shall be entitled to discuss matters of discipline with a disciplined employee's immediate Supervisor.

#### **ARTICLE 8 – SENIORITY**

- 8:01 A regular employee having less than ninety (90) calendar days of unbroken service with the Company since his/her last date of hire shall be considered a probationary employee, and shall have no seniority rights; but when such rights are acquired, service shall be regarded as having started from the last date of hire provided he/she has been accepted as medically fit by the Company doctor. The Company shall not have to show just and sufficient cause for its decision to terminate a probationary employee, but must exercise its discretion in a bona fide, non-arbitrary and non-discriminatory manner. Each period of absence, approved or otherwise, shall equally increase the duration of the probationary period.
- 8:02 A part-time employee shall be considered probationary without any seniority rights (part-time) until such part-time employee shall have been hired and worked ninety (90) cumulative calendar days within a twelve month period after being hired into a part-time position with the Company. Once a part-time employee has successfully completed the probationary period, service shall be regarded as having started from the last date of hire provided he/she has been accepted as medically fit by the Company doctor. The Company shall not have to show just and sufficient cause for its decision to terminate a probationary part-time employee, but must exercise its discretion in a bona fide, non-arbitrary and non-discriminatory

manner. Each period of absence approved or otherwise shall equally increase the duration of the probationary period.

A part time employee who bids and is the successful candidate for a regular employee position requiring the same core skills that he / she was recognized on the part time seniority list, will be exempt from serving a further probationary period.

8:03 The parties agree that there will exist two separate seniority lists and all seniority rights and benefits provided under this Agreement shall operate independently for each group of employees on the respective seniority lists as indicated. Part-time employees may only become regular employees through posting to a regular employee position.

8:04 For the purpose of administering the applicable provisions of this Article, seniority shall be as follows:

Plant seniority shall commence in accordance with Article 8:01 for new regular employees. Regular employees within the bargaining unit on the signature date of the initial Collective Agreement, have been ranked on the seniority lists in accordance with their date of hire as indicated in the hiring log maintained by the Human Resources Department. The seniority lists as established for existing regular employees under this procedure is now deemed accurate for the purposes of this Agreement. New regular employees will be added to the bottom of this list. Where two or more employees had the same hire date indicated by the hiring log, they were ranked on the seniority lists in descending order as indicated in the said hiring log. On or after the date of execution of that Agreement, employees hired on the same day, will be placed on the seniority list in alphabetical order based on their surnames first and then Christian names.

A temporary employee who has been offered and accepted a part time position will be placed at the bottom of his/her primary skills group. Where two or more employees are hired on the same day he/she will be placed in descending order based on time worked with the company since his/her initial hire date.

8:05 In order to be placed upon the seniority list of part time employees the following procedures or protocol shall apply:

(1) Pursuant to Article 10:01, a person who is hired into a part time position with the Company, who successfully completes his / her probationary period and who is a certified trade journeyman or apprentice, will be placed on the part time seniority list as per his / her seniority date with

each certified skill being listed for each employee, as per the current list, first, by primary skill herein called "skills group" and, second, by a secondary certified skill group from the skill options listed in Appendix "A".

- (2) Persons other than trade journeymen or apprentices who are hired into a part time position with the Company, who successfully completes his / her probationary period in a job not requiring certification as a trades person, will be placed on the part time seniority list as per their seniority date within each certified skill obtained from the skill options listed in Appendix "A".

Part time employees, subject to Article 8:02 will be ranked under the following headings which will be the skills group for each such employee:

Production Process - Part - Time  
Production Offsites - Part - Time  
Maintenance/Projects - Skilled Labourer Part - Time  
Fire & Safety - Part - Time  
Warehouse - Part - Time  
Laboratory - Part - Time  
Janitor - Part - Time

- (3) A part time employee may only appear on the part time seniority list in one primary skills group at a time.
- (4) Where a part time employee could be placed in two or more skills groups, he / she must indicate the group he / she is to be placed from which he /she will have a right of primary recall based upon seniority in that group.
- (5) A part time employee once he/she is hired into his/her primary skill group may select other skills groups as per Appendix "A" in which he/she has the certified skills. He/she must exercise his/her secondary recall right upon notification of lay off after all persons in that skill group with primary recall rights are recalled. It is the responsibility of part time employees to notify the Company in writing of any other certified skills acquired while on layoff. The Company will recognize such additional certified skills but such part time employees shall have no right to displace a part time employee recalled or hired prior to notification and/or verification of the certified skill(s).
- (6) Once a part time employee has indicated his/her other skill groups, he/she may request to avail of any further training, if

any is required, in order to become site qualified to perform the duties of his/her other skill.

- 8:06 Seniority shall accumulate during all continuous plant employment including vacations, holidays, short term disability leave, long term disability leave, Worker's Compensation leaves and other Company approved leaves. However, seniority shall not accumulate beyond thirty (30) days on leaves for employees' convenience except upon specific agreement between the Company and the Union.
- 8:07 The regular seniority list and the part-time seniority list shall be posted quarterly on the Bulletin Board and on R:\ Drive by the Company with a copy to the Union.
- 8:08 Employees shall have 30 working days after posting of their respective seniority list to protest in writing any errors or omissions. After the expiration of the time limit expressed herein or after a mutually agreeable change has been made the contents of the lists shall from that point forward be deemed to be correct for all employees whose name appears on the list. Such employees may henceforth only protest errors or omissions between lists. Any employee on leave during the thirty (30) working days following posting shall have thirty (30) working days upon his/her return to work to protest the first list or any changes between lists as the case may be. The foregoing language shall be posted as an attachment to the seniority list.
- 8:09 Where a regular employee in line of progression successfully bids for or accepts a position in another line of progression in order to become trained within that line of progression he/she shall until he/she reaches the highest level position in the new line of progression be entitled to return to his/her previous line of progression should he/she become subject to layoff in the new line of progression. Upon returning to his/her former line of progression he/she will be subject to Article 9:02.
- 8:10 Where an employee's line of progression is changed by reason of the Company reorganizing or moving job functions within or between Departments, such affected employee shall be offered, on the basis of seniority, the opportunity to fill vacancies in the line of progression to which the duties have been assigned. In the event of insufficient numbers of qualified volunteers, the Company will reassign affected qualified employees to the available vacant position(s) who are the least senior qualified employees. In such circumstances, where a layoff affects a reassigned employee, the employee so affected shall return to his / her original line of progression at the level he / she would have had if the reassignment contemplated by this Article had not occurred, but Article 9:02 applies to that employee while in the original position.

8:11 An employee shall lose his/her seniority standing and his/her name shall be removed from all seniority lists and he/she shall be terminated for any one of the following reasons:

- (1) if the employee voluntarily quits;
- (2) if the employee is discharged for just and reasonable cause and is not reinstated in accordance with the provisions of this Agreement;
- (3) subject to 9:08 and 9:09 if the employee is laid off and fails to return to work within fifteen (15) working days after he/she has been notified to do so by the Company. It shall be the employee's responsibility to keep the Company informed of his/her address;
- (4) if the employee is absent without leave for a period of three (3) consecutive days, unless excused by the Company;
- (5) if the employee overstays a leave of absence, including vacation, without just cause;
- (6) if the employee has been on layoff for a period of:
  - (a) twenty-four (24) consecutive months with less than thirty-six (36) consecutive months of service.
  - (b) thirty-six (36) consecutive months with more than thirty-six (36) consecutive months of service.

## **ARTICLE 9 - LAY-OFF AND RECALL**

9:01 In the event of a reduction in the work force involving a layoff, part-time probationary employees will be terminated, then part-time employees will be laid off, then probationary regular employees will be terminated before regular employees. Regular employees will be laid off on the basis provided for in this Article.

9:02 In matters concerning layoff of Regular Employees, reverse order of seniority shall be separately applied in Production Process, Production Offsites, Maintenance/Projects, Warehouse, Laboratory and Fire & Safety Departments provided the regular employee has the demonstrated skills, ability and qualifications to perform the required tasks.

- 9:03 In matters concerning lay-off of part time employees, reverse order of seniority shall be separately applied within each skills group as defined by the part time seniority list. The least senior employee shall be laid off or displaced within each secondary skills group. However a part time employee with secondary recall rights cannot be placed into a secondary skills group where there are part time employees with primary skill currently on lay off.
- 9:04 Part time employees shall be laid off prior to regular employees doing the same work. The employee with less than one year of continuous service since his/her last hire date will receive two (2) days notice. Employees with one (1) year or more of continuous service since his/her last hire date will receive one (1) week notice. Where practicable, except during turnarounds, part time employees will be permitted to complete a full week's work if alternate work as determined by the Company is available that the affected part-time employee has the necessary skills, qualifications and training to perform, provided however that he/she may not displace another employee, nor shall a senior employee not working in the skills group be entitled to displace him/her until the week has been completed.
- 9:05:01 When reducing the number of personnel within a department which has an established line of progression the Company shall lay off first at the entry level of the line of progression applying Article 9:02 as between the occupants of that line of progression and thence similarly up the line of progression until the last step in the line has been reached, provided however, that in the event that there are insufficient numbers of senior regular employees to perform the required tasks after applying this article the Company may apply the principles of article 9:06 in retaining the required skills to perform the tasks to be performed.
- 9:05:02 When reducing the number of personnel within a department which has more than one established line of progression, employees in the higher line of progression shall, based on seniority, be placed in the lower line of progression provided they have the required skills, qualifications and physical fitness to perform the required tasks for that line of progression.
- 9:06 When increasing the number of employees, preference shall be given in the order of the departmental seniority to persons who have been laid off and have recall rights provided such persons can satisfactorily pass the Company's pre-employment physical examination and have the necessary skills, abilities, qualifications and physical fitness, to perform all the required jobs to be performed and notify the Human Resources Department within four (4) calendar days from the Company's recall notice of their intention to report and provided they report to work within eight (8) calendar

days from the date of the Company's recall notice unless the recalled employee is required by his/her then employer to give 14 days statutory notice of his/her intention to quit.

The notice to report for work shall be given by personal telephone contact. In the event of failure to make contact by telephone, the Company will mail the notice to report to his/her last address appearing on the records of the Company. The notice to report for work will be deemed to have been received by the employee seven (7) days following the mail date. It shall be the responsibility of the person laid off to keep the Human Resources Department informed, in writing, of the address through which he/she may be reached.

9:07 The recall process will normally be in accordance with the recall procedure as outlined in this Article. However, in cases of recall for emergency purposes where employees are not immediately available, the Company will recall the first available, qualified person on the seniority list who must be sent home the next work day next after the day that the employee recalled personally indicates that he/she is prepared to commence work.

9:08 A regular employee recalled to work for a period of less than forty-five (45) working days may refuse such a recall. The regular employee who refuses such a recall maintains all rights to subsequent recalls.

9:09 A part-time employee recalled to work may decline such a recall provided however that should a part-time employee decline three (3) times in a twelve (12) month period, he/she shall be deemed to have resigned voluntarily, shall lose his/her seniority and be removed from the seniority list.

A terminated temporary employee called for work may decline such a call provided however that should he/she decline more than (2) two times in a twelve (12) month period, he/she shall be removed from the pool.

## **ARTICLE 10 - VACANCIES, TRANSFERS & PROMOTIONS**

10:01 In the event that the Company determines that a permanent or part time vacancy exists, notice of vacancies shall be posted on Bulletin Boards for fourteen (14) calendar days. The Company will provide the Union with notice of its intent to advertise for temporary employees.

-  
Any employee may apply for the job in writing from the bargaining unit in which the vacancy exists during the posting period.

Selections, to fill vacancies within the bargaining unit, will be made on the basis of minimum qualifications, skill, ability and physical fitness to perform all the duties of the required job to be performed. Where candidates are rated equally as to qualifications, skills, ability and physical fitness to perform all the duties of the required job as between two (2) or more of them, plant seniority will be the determinant. Notwithstanding Article 8:01 & 8:02, the successful candidate will be subject to a three (3) month trial period when bidding to a position requiring new skills.

The Company reserves the right to determine the above mentioned factors.

The Company will meet with the Union to discuss the criteria.

Provided a qualified employee bids for a job, a posted job shall be filled within twenty-one (21) calendar days of the end of the posting unless the Company informs the union in writing of the reasons for extending the period or withdrawing the posting.

The successful applicant will be offered a position within his / her respective line of progression at a level commensurate with his / her qualifications. The successful applicant will receive the applicable rate effective not later than fourteen (14) calendar days after selection. Any unsuccessful applicant will be given the opportunity upon request to discuss the reason for non-selection.

10:02      The Union recognizes the right of the Company to select Control Techs on a "most qualified basis", in accordance with Article 10.01 of the Collective Agreement. The "most qualified" will be determined by evaluating the candidates against the criterion previously established by the parties and kept at the training department. A copy will be provided to the Union President. A Process Technician entering the Control Technician line of progression will retain their Process Technician rate until they meet the requirements of the next higher level in the Control Technician line of progression.

10:03      The Union recognizes the right of the Company to select Computer Techs on a "most qualified basis", in accordance with Article 10.01 of the Collective Agreement. The "most qualified" will be determined by evaluating the candidates against the criterion previously established by the parties and kept at the training department. A copy will be provided to the Union President.

10:04      A regular employee upon promotion or assignment for one (1) hour or more to a classified position above the line of progression, calling for a higher rate of pay shall receive the higher rate of pay while



performing the duties of that job, except in the case of regular employees who are assigned for the purposes of training.

Part-time employees shall be paid the rate established for the skill group they have been assigned to on the part-time seniority list.

10:05:01 A regular employee assigned to a job which carries a lower rate of pay than an regular employee's regular rate shall not have his/her rate of pay reduced unless he/she is: (1) assigned to a lower job classification at his/her request, or (2) because of the regular employee's failure to progress along the line of progression such that Article 11:05:01 applies, or (3) the regular employee is otherwise reassigned through the operation of provisions of this Agreement.

10:05:02 A part time employee will maintain his/her primary skill rate of pay whether assigned to a job which carries a lower rate of pay or engaged at work by reason of secondary recall.

10:06:01 A temporary vacancy may be filled without regard to Article 10:01 until such time as a permanent vacancy is determined by the Company to exist. A temporary vacancy created by the bona fide illness or injury of an employee will be declared a permanent vacancy only where the injured or sick employee has lost seniority under this Agreement.

However, a temporary vacancy, where a bundle of duties is required to be performed by reasons of an absence or a temporary excess work load, for reasons other than a bona fide illness or accident, will be declared a permanent vacancy when it has been performed by a regular employee for one hundred and forty days, at which time the duties being performed will constitute a job for which a vacancy is deemed to exist which then must be posted in accordance with Article 10.

10:06:02 Positions that can be filled from the line of progression are not vacancies. These positions shall be offered to available qualified employees first in descending order of seniority. If the offer is declined by all qualified employees after applying this process, the junior qualified employee will be assigned to fill the position. In the event the junior qualified employee is on approved leave of absence or vacation, the position will be filled by the next senior qualified employee until such time the junior qualified employee is available to fill the position.

If a position cannot be filled within the line of progression it will become a temporary vacancy and in such event the Company may fill the temporary vacancy by the use of a qualified employee from

another line of progression or with a part time or temporary employee.

10:07 The Company and Union will meet annually to review the projected number required to operate for the next 12 months.

10:08 An employee who leaves a bargaining unit position to take employment with the Company in a non-bargaining unit position, shall retain his/her seniority, but not accumulate any further seniority for a period or periods not to exceed a total of more than three (3) months cumulative, during which either the Company or the individual may elect to have that individual return to a bargaining unit position in accordance with his/her seniority rights as they then are. If an employee is returned to the bargaining unit under the provisions of this Article, dues will be deducted and remitted for the period of time he/she was on staff.

10:09 Temporary assignments outside the bargaining unit do not fall within Article 10:08.

10:10 The Company may select qualified employees to perform the following duties for reasons of vacation or approved leave:

- i) supervisory duties due to the absence of his/her supervisor;
- ii) other non supervisory area duties due to an absence (i.e. planner, coordinator)

If the duties are accepted, the employee will perform the same for a period of not more than 16 working days. Employees shall accumulate days based on accepting or declining a temporary assignment. The Company shall offer subsequent assignments to those qualified employees with the least number of days accumulated. The accepting or declining of each assignment shall be in writing and compiled onto a list which will be posted as read only on R: drive

10:11 The Company may select a qualified employee for a temporary supervisory assignment outside the bargaining unit. An employee who is selected and elects to accept a supervisory assignment will perform the duties of the assignment until the assignment is completed or until relieved from the assignment. The scope and duration of each assignment will be described in writing prior to each assignment commencing on the prescribed accept/decline declaration form.

Any one (1) temporary assignment should not extend beyond 100 working days. However if an assignment is determined to require more than 100 working days then it will be discussed with and

agreed to in writing by the Union and the Company prior to the assignment commencing.

The initial list has been established on a seniority basis. Employees shall continue to accumulate days based on accepting or declining temporary assignments and all subsequent assignments shall be offered to the next qualified employee who has the least number of days accumulated. The accepting or declining of each assignment shall be in writing and compiled onto a list which will be posted as read only on R: drive. The previously established list (under the previous Collective Agreement) will continue for the life of this Collective Agreement.

10:12 The Company may select a qualified employee for a temporary non-supervisory assignment outside the bargaining unit. An employee who is selected and elects to accept a non-supervisory assignment will perform the duties of the assignment until the assignment is completed or until relieved from the assignment. The scope and duration of each assignment will be described in writing prior to each assignment commencing on the prescribed accept/decline declaration form.

Any one (1) temporary assignment should not extend beyond 100 working days. However if an assignment is determined to require more than 100 working days then it will be discussed with and agreed to in writing by the Union and the Company prior to the assignment commencing.

The initial list has been established on a seniority basis. Employees shall continue to accumulate days based on accepting or declining temporary assignments and all subsequent assignments shall be offered to the next qualified employee who has the least number of days accumulated. The accepting or declining of each assignment shall be in writing and compiled onto a list which will be posted as read only on R: drive. The previously established list (under the previous Collective Agreement) will continue for the life of this Collective Agreement.

10:13 Employees performing duties as described in Article 10:10, 10:11 or 10:12 will be paid their basic hourly rate plus the following increases:

- |    |                            |      |
|----|----------------------------|------|
| a. | Non Supervisory Assignment | 10%  |
| b. | Supervisory Assignment     | 15%- |

A non supervisory assignment is where a bargaining unit employee temporarily performs non bargaining unit duties but does not supervise other employees. Such as T/A planning, coordinators, training (trainer), general support assignments.

Supervisory duties are where a bargaining unit employee temporarily supervises other employees.

10:14 The Company shall maintain and provide, on request, to the Union President a list of the names and dates of the assignments made in accordance with clauses 10:10, 10:11 and 10:12.

## **ARTICLE 11 - TRAINING AND PROGRESSION**

11.01 In order that the training, ability and qualifications of the work force can best be utilized the Company agrees to create and operate a system of line progression subject to the terms of this Agreement.

11:02 The objectives of the job progression plan are as follows:

- (1) to provide the opportunity for employees on progression to learn and develop skills through practical experience and organized training in order to facilitate their meeting the requirements of the higher levels of classification;
- (2) to pay employees based on their demonstrated qualifications to meet the agreed upon requirements of an occupational classification;
- (3) to provide the Company with a thoroughly competent work force, able to perform effectively the work necessary to keep the plant operating efficiently and safely.

In adopting training programs for its employees, the Company will investigate and consider training which may be available or could be provided by the Provincial and Federal Governments.

The Company will, in consultation with the Union, continue its practice to administer a systematic program, in order to train and qualify employees in the line of progression to meet the qualifications and requirements for classifications in the line of progression.

Progression includes all steps in the progression covering Production Process, Production Offsites, Maintenance/Projects, Warehouse, Laboratory and Fire & Safety and others as herein agreed.

Employees who are paid at a specific level in his /her line of progression will not be considered qualified at that level unless and until he/she successfully completes the training requirements for that level. Employees will be considered qualified for the posts and panels which they have worked prior to December 31, 1997.

- 11:03 No employee shall suffer reduction in his position or loss of pay through another employee being transferred into a department for training.
- 11:04:01 The Company will, for regular and part time employees who are indentured apprentices to the Company in the mechanical trades, or, who are requested by the Company or request to cross-train in a mechanical trade and, after they become an indentured apprentice, provide financial support supplemental to existing funding programs to support those regular and part time employees during periods of classroom instruction required by the apprenticeship program (block release). This Article shall not apply to employees who are laid off and must be interpreted in a manner akin to top-up to prevent loss of regular straight time earnings.
- 11:04:02 The Company will allow employees to train in trades outside their lines of Progression in accordance with the Provincial Apprenticeship Program.
- 11:04:03 If the Company fails to provide the required training for the progression program, the employee will automatically receive the rate of pay following the period the employee would have received the required training, except as outlined in the progression plan.
- 11:05:01 Administration of the Training and Progression Program will be the sole responsibility of the Company. Successful completion of each step of the Training Program will be a prerequisite to achieving the next higher level.
- Regular employees who fail to meet the criteria for advancement from any level of the Training Progression Program will be given a second opportunity after being informed as to the areas in which he/she is expected to improve and for which he/she may receive extra assistance.
- 11:05:02 Notwithstanding 11:05:01, regular employees in the line of progression who have been moved to the next higher level, but without the necessary training for those levels during the currency of the previous Collective Agreement, will receive that training and will maintain their rate until such time as they demonstrate unsuccessful completion of a step in the Training Progression Program. In such event, the Union, the Company and the employee concerned will develop a six month plan to assist the employee in successfully completing the training during which period his / her rate will be maintained. Failure at the end of that period may result in the placement of that regular employee on the line of progression commensurate with the level of training successfully completed with the pay rate of that level.

- 11:06:01 The Company reserves the right to start a new regular employee at any level of the training program commensurate with the individual's prior training and experience. This does not mean, however, that such new employee will be placed on other than the entry level of the progression line unless there is no qualified employees to fill in at the appropriate level in the line of progression with no new employee being hired above the Tech B level.
- 11:06:02 Any Part Time employee who is hired as a regular employee will be exempt from Article 11:06:01 and will be hired at a level commensurate with their qualifications.
- 11:07:01 The Company will pay a premium of time and one half for all training required to be taken on an employee's time off work.
- 11:07:02 On site training (classroom) done on a regularly scheduled shift will be considered as time worked for overtime calculation. On site training (classroom) shall not be considered time worked when training outside an employee's regular schedule of work.
- 11:07:03 Off site training (classroom and practical) shall be compensated on the basis of no loss of regular pay or shift premiums as if the employee had worked his/her regularly scheduled work schedule which most closely coincides with the travel and training period off site.
- 11:08 It is mutually agreed that instrument work from TDC-3000 terminal blocks back into the field will remain bargaining unit work. All work from the TDC-3000 terminal blocks forward involving any computer system or computer technology may be done by bargaining unit personnel. However, performance of this work by bargaining unit personnel will not create exclusive jurisdiction over this work in the bargaining unit and such work will be treated as shared work between non bargaining and bargaining unit persons. The Company commits to keeping bargaining unit personnel involved in the evolution of control technology.
- 11:09 The Company maintains the flexibility to train a Computer Tech to program, operate and/or maintain any computer or microprocessor based equipment in the Refinery. However, performance of this work by bargaining unit personnel will not create exclusive jurisdiction over this work in the bargaining unit and such work will be treated as shared work between non bargaining and bargaining unit persons. The Company commits to keeping bargaining unit personnel involved in the evolution of computer technology.
- 11:10 Part time employees who have accumulated 2080 straight time hours since entering the part time seniority list will be placed in their respective progression plan and paid the rate commensurate with

his/her skill level. Employees who receive the applicable rate will be required to perform all the duties required to qualify for that level. However, employees will not be placed on the progression plan above the Tech B level.

Part Time employees with 4160 straight time hours or more since entering the part time seniority list and who have demonstrated the required qualifications will be placed at the Tech A level. Employees who receive the applicable rate will be required to perform all the duties required to qualify for that level.

- 11:11:01 The Company recognizes that part time employees may continue block release training while on layoff. Provided the employee gives the Company two weeks written notice indicating the start and end date of his/her block training, the Company must not recall the employee during that period and no declension shall be recorded against such part time employees.
- 11:11:02 Temporary employees will be granted leave of absence without pay for block release training and will be subject to termination in accordance with the established terminating procedure
- 11:12 The Company will support training to active employees who apply in writing to train for jobs within the Process or Offsites line of progression. The end result being that these employees will be qualified to enter the above mentioned lines of progression in accordance with the provisions set out in this collective agreement.

**ARTICLE 12 - HOURS OF WORK**

- 12:01:01 (1) Day employees are employees who are not shift employees
- (2) Shift employees are employees who are assigned to a schedule of rotating shifts on a regular basis
- (3) Day or Shift means scheduled normal hours of work for which straight time pay is applicable and does not include overtime shift.
- 12:01:02 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per shift, per day or per week, or of days of work per week. The length of shift and numbers of hours of work per day or per week will apply except in cases where, due to special circumstances, different work periods may be required on a regular continuous basis, in which case the Company will discuss the special circumstances with the Union in an attempt to reach a mutually agreeable shift schedule.

- 12:02:01 The standard weekly hours of work for regular day or non rotating shift employees is forty (40) hours at straight time or forty (40) hours at straight time and two (2) hours at time and one half. The work week shall commence at 07:00 hrs. on Sunday and shall conclude at 06:59 hrs. on the following Sunday for payroll purposes only.
- 12:02:02 There shall be no standard hours of work for part time employees, but the Company will make an effort to provide to recalled part time employees a weeks work of forty (40) straight time hours.
- 12:03:01 For Maintenance/Projects day employees the work period shall be ten (10) hours per day and forty (40) hours per week. Such employees shall be scheduled for ten and one half (10.5) continuous hours per day, 7:30 A.M. to 6:00 P.M. For day employees, other than Maintenance/Projects, the work period shall be 10.5 hrs per day and 42 hours per week (40) hours at straight time and two (2) hours at time and one half. Such employees shall be scheduled for eleven (11) continuous hours per day, 7:30 A.M. to 6:30 P.M. There will be one (1) paid thirty (30) minute break in the first half (1/2) work period and one (1) unpaid thirty (30) minute break in the second half (1/2) work period. All breaks will be taken at a time which does not interfere with ongoing operations. If a day employee is requested by the Company to work during his/her regularly scheduled unpaid break period he/she will be paid straight time for the break period and will be permitted to take thirty (30) minutes with no loss of pay at the first opportunity.
- 12:03:02 Where the Company and Union fail to reach a schedule as contemplated by Article 12:01:02, the Company can create a schedule of work, due to special circumstances, requiring a scheduled day in excess of ten (10) hours. It is understood that no schedule will be put into place which schedules employees more than forty-two (42) hours for days or forty two (42) hours for shifts, averaged over a shift cycle for 12 hour shift employees.
- 12:03:03 Part-time employees who are assigned to work days will normally be scheduled a work period of ten (10) hours per day, but may not necessarily be scheduled forty (40) hours per week. Otherwise, the provisions of Articles 12:03:01 and 12:03:02 apply.
- 12:04 For rotating shift employees, the regular work week shall average forty-two (42) hours, forty (40) regular hours plus two (2) hours, at one and one half times the hourly rate, over an established shift cycle. Working hours for such employees shall be no more than 12 continuous hours with a paid lunch break and two ten (10) minute breaks.



- 12:05:01 The hours of work of shift employees who are temporarily working as day employees shall be as Article 12:03:01.
- 12:05:02 The hours of work of day employees who are temporarily working as shift employees shall be as Article 12:04.
- 12:06 The Company will pay shift differential in accordance with the following, such shift differential shall not be paid when an employee is paid overtime.
- (1) all employees, except those working on 12 hour rotating shifts, who are assigned to work non-overtime shifts which commence after 4:00 PM will be paid shift differential of one dollar and fifty cents (\$1.50) per each regular hour worked.
- (2) all employees assigned to 12 hour rotating shifts will be paid a shift differential of one dollar and seventy five cents (\$1.75) per hour for each hour worked. Such shift differential shall not be paid when an employee is paid overtime.
- 12:07 During turnarounds, unplanned major repairs or emergencies, where operation requirements dictate establishing a longer shift than those set out herein, the Company may schedule employees for longer shifts. Such shifts shall be considered an abnormal schedule unless such schedule exceeds ten weeks in duration. The Company and Union will discuss implementation of a schedule proposed under this Article and the Company will consider the concerns of the Union where operational requirements permit. If an abnormal shift is established for reasons other than those stipulated above and where overtime is deemed to exist within the shift, Article 13 will apply.
- 12:08 In the event a regular employee loses regular time due to an assigned shift schedule change, that regular employee will be given the opportunity to make up the lost shift time, at regular straight time pay, by mutual agreement with his/her supervisor within two weeks of the beginning of the new shift. If the regular employee declines the option to make up the missed shift, no further pay will be made for that shift.
- 12:09 If an employee reports to work on a day on which he / she is scheduled to work, unless he/she has been notified prior to reporting for work not to report, and no work is available, he/she shall be entitled to a minimum of four (4) hours pay at his/her regular hourly rate and, except during turnaround periods, provided with transportation home if so required. However, such transportation shall only be provided within a maximum distance of one hundred and fifty (150) km.

It is the Company's responsibility to make an employee aware of a change in his/her shift schedule, where the employee is not scheduled to work prior to the change being effective.

- 12:10 If an employee starts work and is sent home by the employer for lack of work or due to inclement weather, he/she will be entitled to a minimum of four (4) hours pay at his/her regular rate or the actual hours worked at his/her regular rate, whichever is greater.
- 12:11 It is agreed that no employee shall leave his/her assigned work station unless properly relieved.
- 12:12 The Company will continue its practice of providing payment directly to employees to correct pay errors amounting to the equivalent of one scheduled day or shift or more, whether straight time or overtime.
- 12:13 Employees, assessed by a doctor to work light or modified duties only, and provided job accommodation can be made, will be assigned, at the discretion of the Company, a work schedule of up to forty (40) hours per week (7:30AM to 4:00PM) until the employee is cleared by his/her doctor to be able to perform the full duties of his/her regular pre disability job. During the period of accommodation the employee will receive his/her basic wages
- 12:14 Where practicable when scheduling day employees for turnarounds the Company will make every effort to establish the night shifts on a voluntary basis first and the remaining employees will be scheduled on a rotational basis.
- 12:15 Unless assigned to turnarounds, employees who are scheduled and work a 12 hour day cycle (non-rotating schedule) with a work week of 42 hours averaged over the complete work cycle will be paid a per hour premium of \$0.90 (ninety cents) for each hour actually worked on site provided however that this premium shall not apply when an employee is paid overtime or other premium time for the hours worked. Breaks shall be in accordance with clause 12:04.

### **ARTICLE 13 – OVERTIME**

- 13:01 Overtime is defined as authorized hours worked over and above the regular employees regularly scheduled work day or work week (forty (40) hours for day employees and non rotating shift employees or forty two (42) hours averaged over an established shift cycle for rotating shift employees) as may be established under the terms of this Agreement. Such time shall be paid at two (2) times his/her basic hourly rate.

For Part-time employees, overtime will be hours worked in excess of (forty (40) hours worked per week or forty two (42) hours averaged over an established shift cycle for rotating shift employees). Daily overtime for part-time employees will be hours worked in excess of the scheduled hours for the day worked.

For clarity double time will not apply in the following circumstances:

- Training
- To attend meetings
- Premium pay for Holidays
- Shift change premiums
- Two hours per week included in regular schedule

- 13:02            There shall be no pyramiding of overtime or premium payment. Under no combination of circumstances will more than two (2) times the regular rate be paid for time worked except as provided under statutory legislation.
- 13:03            The Company agrees to adjust the payroll procedures to ensure no loss of regular pay for Union officials who are on leave of absence for Union business, approved by the Union President, or designate, as contemplated by this Agreement provided that the Local reimburse the Company its total costs including wage rate x scheduled hours not at work + benefits costs + payroll loads pro-rated.
- 13:04:01        Subject to 13:04:11, 13:04:12 and 13:04:13, overtime will be distributed as equitably as is practicable among qualified employees in each of the departments.
- 13:04:02        To assist in the implementation of 13:04:01 the Company will maintain a system to record and track overtime hours worked, and/or credited to an employee in accordance with the provisions of this agreement.
- 13:04:03        Employees shall be responsible to ensure that all their certified and / or verified skills are recorded and placed on the system. Employees will only be permitted to view information in the system. Should they wish to correct errors or change the information recorded they shall make such request to the Company, which shall verify the information and if accurate the Company shall make the required changes.
- 13:04:04        A detailed overtime distribution list will be published weekly. Detailed shall mean the summary sheet format provided during bargaining but electronically published weekly. Except during turnarounds, the Company will administer scheduled overtime

opportunities as equitable as possible within a 40 hour band. Pursuant to the application of 13:04:11, 13:04:12 and 13:04:13 this 40 hour band is not to be used to schedule employees for consecutive shifts. This list will be published every Tuesday by the Department and any anomalies will be addressed in kind at the next available opportunity. Outside the regular workweek Article 13:04:11 applies for non-scheduled overtime. This list will be continuous from the previous agreement and continue on for the life of this Collective Agreement.

- 13:04:05 For the purposes of sharing overtime opportunities an employee's department will be deemed to be that department where the employee is listed for seniority purposes.
- 13:04:06 Hours shall be credited and recorded follows:  
-Not available - N/A- equal to number actually worked by another or offered to another,  
-Declined - D- equal to number actually worked by another or offered to another,  
-Worked - W- equal to number of hours actually paid for,  
-Exempt- E - no hours charged.
- 13:04:07 Employees will not be offered and will be exempted from having hours charged for overtime declined or not available that arise during the following periods:
- (1) Vacation period from end of last regular shift to the beginning of first scheduled shift following vacation. Single vacation days does not apply to this.
  - (2) Leave of Absence for training being the period from the end of the last shift to the beginning of the first scheduled shift following the approved leave for training;
  - (3) Union Business when supervisor is notified that the employee is on Union Business;
  - (4) Bereavement Leave or Jury Duty
- 13:04:08 Employees returning from layoff shall be credited with the average overtime worked and/or credited for a group within which he/she is sharing distribution of opportunities to work overtime. However no employee will be averaged down.
- 13:04:09 When placed upon the part time seniority list part time employees shall be credited with the average overtime worked and/or credited for the group within which he/she is sharing distribution of opportunities to work overtime.

- 13:04:10 When a ranked temporary employee has completed forty-five (45) consecutive days of employment after each rehire, he/she will be averaged into the overtime list for the group which he/she is sharing distribution of opportunities to work overtime. However no employee will be averaged down.
- 13:04:11 Notwithstanding the provisions pursuant to this article governing the distribution of overtime opportunities, in any department, where immediate action is necessary to preserve production or to prevent damage, the Company reserves the right to call upon those employees it considers the most qualified for the particular job or the employee(s) who is (are) most readily available.
- 13:04:12 When overtime is required to continue a job at the end of the day, the employee(s) working on the job will be assigned the overtime without regard to the normal selection for overtime distribution.
- 13:04:13 When a job carries over from weekday shift into Friday, Saturday or Sunday 50% (1/2) of the entire crew required will come from the original assigned crew (lowest on the overtime list) and the remaining 50% (1/2) will be supplemented from the overtime list. This Article does not apply to new jobs scheduled to begin on a Friday, Saturday or Sunday.
- 13:04:14 Part time employees who move under the agreement to different skills group shall be deemed and credited with the average hours worked / credited for that skill group. However no employee can be averaged down in any skills group. When returning back to his/her primary skill, the hours worked or declined in the 2<sup>nd</sup> skill group will be added to his/her overtime on the primary skill list.
- 13:04:15 Where Employees are temporarily assigned from one department to another department shall retain their placement on the overtime list for the former department provided he/she shall advise the supervisor of availability to work overtime on scheduled days off they remain eligible for overtime opportunities in their former department according to the following rules:
- (1) Overtime worked or refused in the “new” department shall be credited to the employee as if he/she had worked or refused overtime in his former department.
  - (2) Where a conflict exists between a requirement to working in the “new” department versus an overtime opportunity in his/her former department the required work in the new department take precedence usually to the exclusion of all other work.
  - (3) Where overtime is required in both the current and former departments the employee will usually be required to work the

overtime in the current department unless he/she declines the work in which case he/she will have declined the work in both departments.

- (4) The employee shall not be considered part of the new department for overtime sharing purposes but shall be entitled to available overtime opportunities as permitted but subject to overriding provisions of this Article 13. [overriding provisions include 13.04.11, 13.04.12, 13:04:13]
- (5) Assignment for the purposes of this clause shall not include assignment required by operation of the Collective Agreement.

13:05 If an employee does not advise his/her supervisor at least two (2) hours before his/her shift / work period commences that he/she will not be available for work, the supervisor will call for overtime as per the overtime list and the unrelieved employee will be used to fill the shift until the employee called in for the overtime reports to work.

13:06 Both parties to this Agreement acknowledge the critical need, with twelve (12) hour shifts, to ensure that "back-up" manpower is available to secure the on-going safe and efficient operation of the refinery.

The following procedures will be used, as a two part solution in cases of manpower shortage caused by unexpected absences (e.g., illness, death in family, etc.):

#### **(1) Voluntary Spare Board**

Overtime coverage will be on a Voluntary Spare Board basis. Employees going on days off will place their names on the board indicating dates and shifts for which they are available. They will be expected to be available for contact between 1700 - 2100 hours and 0500 - 0900 hours for the appropriate shifts for which they have volunteered. The Supervisor will still call the person with the lowest overtime hours on the list first and only use the volunteers if coverage cannot be found.

If, in the Company's opinion, this method of covering shifts proves to be unsatisfactory, then the Company shall convene a meeting with the Local President of the Union and the shop stewards for the areas concerned for the purposes of demonstrating the unsatisfactory performance of the Voluntary Spare Board and attempt to determine an acceptable alternate approach to ensure reliable coverage. In the event there is no agreement the following Mandatory Spare Board system will be invoked as the method of administering a compulsory overtime system.

## **(2) Mandatory Spare Board**

- (a) The three (3) qualified technicians who are lowest on the overtime list will be placed on the spare board. They will be required to guarantee coverage by being available for call in for the times as indicated in Article 13: 06 (1). Or
- (b) If this fails to supply adequate coverage, all shift workers will be required to be available for call in for a two hour period commencing eleven (11) hours from completion of his/her last shift worked to fill a vacancy occurring on the next shift.

- 13:07 No employee shall be required to work more than sixteen (16) hours consecutively nor more than sixteen (16) hours in any one day, unless in the case of emergency or in circumstances in which the workforce, the plant or any of its components may be placed at risk.
- 13:08 Employees will not be charged more than one decline in one calendar day. For the purposes of administering this Article, calendar day is deemed to be from 7:00 A.M. on the day in which the overtime occurs to 7:00 A.M. the following day.
- 13:09 When an employee is required to work unscheduled overtime and such employee is left without transportation, the Company will arrange appropriate transportation to the employee's home after the work assignment is complete. However, such transportation shall only be provided within a maximum distance of one hundred and fifty (150) km.
- 13:10 Any employee required to work unscheduled overtime beyond the end of his/her regular shift will have a hot meal provided after two consecutive hours of overtime, provided the employee is required to work after the meal break and a meal can be obtained from a local restaurant. Additional meals will be supplied thereafter at four (4) hour intervals, provided the employee continues to work. An employee who qualifies for a meal can opt to receive on his/her regular pay the sum of \$15.00 in lieu of each meal for which he/she qualifies.
- 13:11 There shall be a voluntary banking system for overtime worked. Employees participating in the banking system shall take time off in lieu of pay for overtime hours. Time off shall be by mutual agreement by the Company and the employee; however, requests for specific time off by the employee should be made at least two weeks prior to the day(s) of commencing, but the employee may request within a shorter time for shorter periods than forty (40) hours for day employees and forty eight (48) hours for shift

employees. The following shall apply to the administration of the system:

- (1) a maximum of sixty (60) hours for day employees and sixty (60) hours for rotating shift employees shall be banked.
- (2) there shall be a limit of one forty (40) hour period for day employees or one forty eight (48) hour period for rotating shift employees in each year to be taken between Labour Day to June 15, except during the prime time period, December 15 to January 15.
- (3) Banked time for part time employees shall not be used to delay or extend his/her employment period after been given his/her notice of lay off.
- (4) Bank shall be reduced by minimum of two (2) hour slots or the actual number of hours taken paid at the rate of pay it was earned;
- (5) to avoid confusion all hours are to be banked as follows:
  - (1) ten (10) or twelve (12) hours worked will be paid at the rate of double time (2 times basic rate) if not banked-
  - (2) if banked, is added as ten (10) or twelve (12) hours in the bank plus paid at straight time for the other ten (10) or twelve (12) hours or,
  - (3) add as twenty (20) or twenty-four (24) hours in the bank.

Note: Will not incur overtime.

13:12 If an employee is sent home from his/her regular shift in order to return and work scheduled overtime immediately following his/her regular shift, he/she will be paid for the shift which they were sent home and the overtime rate for the shift he/she is to cover. If this prevents him/her from working the following day of his/her regular schedule the employee will be paid for this shift.

13:13 Except during emergencies, any employee who has worked the previous nightshift will not be called until after 1:00 P.M. for an overtime shift.

#### **ARTICLE 14 - CALL IN**

14:01 An employee called out to work on his/her regular day off or called back to work after completing his/her regular scheduled hours and



not continuous with his/her next scheduled work hours shall receive the appropriate rate for the hours worked or a minimum pay equal to four (4) hours at his/her regular straight time rate, whichever is greater. This minimum pay does not apply when such work continues into the employee's regular shift.

- 14:02 At the Company's option, employees may be assigned work related to or arising from that work which he/she was called out to perform. Such assignments will not be treated as a separate call in. Employees on call out will not be requested to do routine non critical work.
- 14:03 A day worker who works on a call in between midnight and the start of his/her next regular shift, and who is scheduled to work on such a day will be granted time off without loss of pay at the beginning of his/her workday for a period equal the time worked during such hours. If his/her night work extends into his/her day work, such time off maybe taken at the end of his/her workday.
- 14:03:01 A day worker who is called in and begins work on or before midnight and whose work extends into his/her next regular scheduled day will be granted the day off with pay for that day.
- 14:03:02 A rotating shift employee called in to work the full shift prior to the start of his/her next scheduled shift will be granted the next shift off with pay.

## **ARTICLE 15 - STATUTORY HOLIDAYS**

- 15:01 Holiday pay and pay for work performed on a recognized holiday shall be treated as two (2) separate matters. Work performed on a recognized holiday shall be regarded as premium time and paid for at the regular premium rate. Holiday pay shall be regarded as straight time pay for the hours an employee would normally have worked except for the holiday.
- 15:02 The Company will recognize the following twelve (12) holidays and will observe them as operations permit, by granting that day off with pay:
- |                 |                  |
|-----------------|------------------|
| New Year's Day  | Good Friday      |
| Victoria Day    | Discovery Day    |
| Canada Day      | Civic Holiday    |
| Labour Day      | Thanksgiving Day |
| Remembrance Day | Christmas Day    |
| Boxing Day      | Floating Holiday |

Employees entitled to a floating holiday shall not less than two (2) weeks in advance give notice of the date they wish to schedule their floating holiday. The date selected will, operations permitting, be scheduled. Once taken the floating holiday hours paid will be considered as hours worked for determining overtime entitlement.

Holidays which fall on a Saturday or Sunday will normally be observed by non-shift employees on the days proclaimed by the Lieutenant- Governor in Council. However, final decisions regarding holiday scheduling will be at the Company's discretion.

15:03 For non-shift employees the holiday will be the twenty-four (24) hour period starting at midnight the day on which the holiday is observed.

For shift employees the holiday will be the twenty-four (24) hour period starting at 7:00 a.m. the day on which the holiday actually occurs and ending at 7:00 a.m. the day following the holiday.

15:04 A statutory holiday list as proclaimed by the Lieutenant-Governor in Council will be published in January of each year by the Human Resources Department to allow departmental operations to be planned for the following year.

15:05 When the holiday occurs on the employee's scheduled day off, the employee will receive holiday pay at the regular straight time base rate for his/her normal hours of work.

When the holiday occurs on the employee's scheduled workday and the employee is required to work, the employee will be paid at the regular straight time base rate for the holiday, plus a premium rate of one and one half times the regular hourly rate for hours worked.

15:06 Day workers, when not required to work on a statutory holiday, will be paid at their regular straight time pay for the hours they would normally have worked on a regular day. For day workers, when a statutory holiday falls on their scheduled day off, the holiday will be observed on their next regular scheduled work day following the stat holiday. For day workers, Statutory Holiday hours paid will be regarded as hours worked for the computing of overtime.

Holidays can be rescheduled at the Company's option for all employees, except regular employees, to work on the date the statutory holiday would ordinarily fall and they will be permitted to take the statutory holiday as rescheduled, or at a time mutually agreeable to the employee and the Company provided there is no extra cost to the Company. The rescheduled day will ordinarily be taken within sixty (60) days of the original date of the holiday.

- 15:07 In order to be eligible for holiday pay pursuant to this Article:
- (1) an employee must work his/her regularly scheduled full working day immediately preceding and his/her regularly scheduled full working day immediately following such a holiday, unless the employee presents appropriate evidence substantiating that the absence was justified. Absence for reasons of vacation, bereavement leave, Approved Union LOA requested by the Union President, jury duty, approved leave of absence for specialist appointments or lay off within ten (10) days of the Holiday shall be considered justified absence, subject to (4).
  - (2) an employee must report for work and work the full shift on a recognized holiday on which he/she is scheduled to work unless the employee presents appropriate evidence substantiating that the absence was justified;
  - (3) an employee must not be on a leave of absence of any kind except justified absences specifically identified in 15:07 (1) or on lay off at the time the qualifying days occur;
  - (4) part-time employees laid off are not entitled to holiday pay except where lay-off occurs in the week the holiday occurs.
  - (5) temporary employees terminated are not entitled to holiday pay except where termination occurs in the week the holiday occurs.

15:08 Subject to the provisions of Article 18:01, if a change of schedule coincides with a recognized holiday, the change of schedule premium will be applied to the next regular working day of the employee's new schedule.

**ARTICLE 16 - ANNUAL VACATIONS**

16:01:01 Regular employees shall be entitled to annual paid vacation based on length of service from their most recent hire date and in accordance with the following schedule:

CALENDAR YEAR (S)	DAY WORKER & SHIFT WORKERS ON DAYS (Days)	SHIFT WORKERS ON SHIFT (Shifts)
Hire date to Dec.31	Prorated (on 12 days)	Prorated (on 10 shifts)
2 <sup>nd</sup> thru 9 <sup>th</sup> Years	12 days (120 hrs.)	10 shifts (126 hrs.)

10<sup>th</sup> thru 17<sup>th</sup> Years 16 days (160 hrs.) 14 shifts (168 hrs.)

18<sup>th</sup> thru 24<sup>th</sup> Years 20 days (200 hrs.) 18 shifts (216 hrs.)

25<sup>th</sup> Year 24 days (240 hrs.) 22 shifts (264 hrs.)

Vacation entitlement will be accumulated and paid in hours (forty (40) or forty two (42) hours per week). For scheduling purposes employees will be scheduled time off by days or shifts.

16:01:02 Part time employees will be entitled to annual vacation.

Entitlement will be one (1) vacation day per month for each month worked. For vacation scheduling purposes, the point system will be used, (reference clause 16:06), however scheduling for regular and part time employees will operate independent of each other.

The company recognizes that part time employees may take personal vacation while on layoff. Provided the employee gives the company two weeks written notice indicating the start date and duration of his/her personal vacation, the Company will neither call the employee during that period nor indicate employee declension.

16:02 If a regular employee is or has been off work for leave of absence or illness or injury of more than one month, then his/her vacation pay will be prorated based on the service year that he/she was at work but his/her vacation time off will not be affected.

16:03 Vacations shall be granted and will normally be taken annually.

16:04 Where a holiday falls within an employee's vacation, such employee shall be granted one additional day vacation or pay in lieu thereof. The employee must select the option prior to commencing vacation.

For the purpose of scheduling a statutory holiday falling on a scheduled day off preceding and/or following the scheduled vacation, such statutory holiday will be treated as holiday falling within the vacation period.

16:05 Annual vacations will be scheduled keeping in mind operating needs and the point system. All employees eligible for vacation shall take their vacations during the period commencing January 1 and ending December 31. Employees may be permitted to carry forward eighty four hours vacation time which must be taken as a secondary choice unless there is prime time left after all employees

have taken their prime time vacation, provided the carry over vacation time off is taken in full before Labour Day.

16:06

The following system is only to be used in determining the order in which employees may schedule their vacation during the calendar year:

- (1) The vacation time scheduled from the previous year will determine points credited for the current vacation year order of selection. Each hour of vacation scheduled equals one point.
- (2) In January 1998 each employee will be deemed to have "0" points and 16:06 (1) will be applied to determine an employees' actual points for selection purposes.
- (3) Points will thereafter be accumulative from year to year.
- (4) There will be a loss of one point per hour for each hour of vacation taken during prime time.
- (5) There will be a gain of one point per hour for each hour taken outside of prime time.
- (6) In cases of employees having the same vacation point entitlement, seniority will be the governing factor.
- (7) Employees who have their vacation requests approved and are scheduled during prime time and elect to cancel or reschedule their vacation, his / her vacation points will be calculated as if he / she had taken the vacation scheduled during prime time.
- (8) Employees who transfer to another department during the vacation year, his / her scheduled vacation will only change at his / her request. Transfers will not alter the vacation scheduled in any department.
- (9) Employee's hired during the current vacation year, will not receive points until the year of their second anniversary with the Refinery. Such employee will then be averaged in for vacation selection purposes within the department he/she is deemed to take vacation from. For the departments with more than one line of progression, the employee hired will be averaged into the line of progression within the Area that he/she is hired into.

- (10) The current year point allotment will be calculated as of January 1 of each year. The defined dates of prime time vacation for the current year are specified in Article 16:08:01.
- (11) For the purpose of point calculation statutory holidays will not be included.
- (12) All vacation request forms are to be made available to employees by January 31 and all vacations are to be scheduled and posted by February 28.
- (13) In departments with separate lines of progression, vacation scheduling for one shall not be affected by the other line of progression.

16:07 An employee who voluntarily quits the Company prior to taking his/her annual vacation or receiving his/her vacation pay shall receive vacation pay to which he/she earned up to the date of termination.

16:08:01 The vacation prime time periods referred to in this Article will be:

June 15 - Labour Day  
December 15 - January 15

16:08:02 The Company may restrict the number of employees that may be scheduled for vacation at any one time.

16:08:03 Employees, should they so desire and within the guidelines of this Article, may choose to split their annual vacation subject to the following:

- (1) For scheduling purposes, vacation will be one week for day employees or one set of shifts for shift employees.
- (2) At the discretion of the Company, shorter periods of vacation may be entertained.
- (3) If vacation time is split, only one period shall be permitted in prime time, subject to 16:08:03 (4);
- (4) In the event that prime time remains after all employees in an employee's vacation group have chosen their first vacation slot, then prime time may be taken in the same order of choice as the first round.
- (5) For the purpose of unscheduled vacations, requests to fill vacant slots during the vacation year, in the Operations department, the Company will consider vacation requests

given within 14 days notice period and will approve them in accordance with the provisions of this Collective Agreement. Seniority will be the determining factor when filling these vacancies.

- 16:09:01 Employees will only be called in from vacation in emergency situations and shall be paid at the applicable rate for the hours worked. When vacation is scheduled in accordance with clause 16:08:03 (1), vacation days lost will either be added to the end of their vacation schedule or taken at some time mutually agreed. For clarity, when vacations are not scheduled in accordance with 16:08:03(1), only entitled vacation day(s) scheduled can be rescheduled at a time mutually agreed.
- 16:09:02 Should an employee be admitted to hospital (hospitalised) for a period extending into the scheduled commencement of his/her vacation, the vacation that was scheduled will be cancelled in its entirety and rescheduled at a later time based upon the entitlement arising under the Collective Agreement, Clause 16:02.
- 16:09:03 Should an employee while on scheduled vacation be admitted to hospital (hospitalised) he/she (or someone on his/her behalf) shall notify his/her supervisor that the employee has been hospitalised and upon proof being provided as to the number of days hospitalised the Company will reschedule those days as vacation days not to exceed the entitlement arising under the Collective Agreement, Clause 16:02.
- 16:10 Vacation pay, for vacation earned as per Article 16:01:01 and 16:02, will be based on earnings at the time of vacation. In addition, there will be an adjustment calculated at the end of the calendar year or as soon as practical thereafter, to pay part time employees six percent (6%) of the overtime earned in the vacation year and pay regular employees a percentage equivalent to the employee's vacation *entitlement (minimum of 6%)*. This adjustment will be paid with the first pay period pay in March for regular employees and paid on each cheque for part time employees.
- 16:11 Employees who request vacation pay prior to commencement of vacation must submit a written request to the Human Resources Department at least seven (7) working days prior to his/her vacation.
- 16:12 The vacation year is the twelve month period ending December 31.
- 16:13 Vacation entitlement is based on anticipation of continuing service to the end of the vacation year. Vacation may be taken before a full year of vacation credit is earned but must be repaid if employment ends prior to the end of the vacation year.

16:14 New regular employees must have worked at least six (6) months before taking vacation time.

## **ARTICLE 17 - LEAVE OF ABSENCE**

17:01:01 If a regular or part time employee is absent from work on account of the death of a family member he/she will be eligible to receive his/her regular wages for scheduled work time lost as follows:

three consecutive calendar days, one of which will be the day of the funeral, for a death within the immediate family; defined as his/her spouse, child, mother, father, mother-in-law, father-in-law, brother or sister, employee's own or spouse's grandparents, grandchildren, brother-in-law or sister-in-law, son-in-law or daughter-in-law.

The regular and part time employee's pay shall be limited to those days on which the regular or part time employee is scheduled to work or is on scheduled vacation days.

17:01:02 A temporary employee must have been at work thirty (30) days prior to Article 17:01:01 applying; however, a temporary employee who has been at work less than thirty (30) days will be given a one day leave of absence with pay and a two (2) day leave of absence without pay in the circumstances of Article 17:01:01.

17:02:01 A regular employee shall be granted leave with pay as required to serve as a juror or a witness in a criminal proceeding or a proceeding of the Supreme Court of Newfoundland. Any remuneration received for jury or witness service must be signed over to the Company.

17:02:02 A part-time employee shall be granted leave without loss of regular straight time pay as required to serve as a juror or a witness in a criminal proceeding or proceeding of the Supreme Court of Newfoundland. Pay will cease at the date the part-time employee is laid off due to lack of work. Any remuneration received for jury or witness service during the period of active employment must be paid to the Company.

17:03 An employee who is pregnant is entitled to a maternity leave, without pay, provided she has a medical certification from her physician proving her pregnancy and the approximate date of delivery. Such leave will be granted in accordance with the provisions under current legislation except that leave will be granted, if requested, up to seventeen (17) weeks prior to the expected date of delivery.



Maternity leave does not apply to absences due to illness or complications which result from pregnancy and occur prior to the twelve (12) weeks preceding the estimated date of delivery or after expiration of the maternity leave.

- 17:04 Upon written request by the Union at least two (2) weeks in advance, the Company shall grant leave of absence, without pay, for an employee who has been elected or appointed by the Union to attend Union business including Conventions or Conferences or to serve as an appointee to a government Board or Commission. However, such leaves of absence will not be granted if the Company is unable to find another employee to replace the Union representative. A maximum of five (5) employees will be allowed off at any one time. All other requests for extended leaves will be assessed on an individual basis and approved at the Company's discretion. The Company will also grant a leave of absence without pay, subject to operational requirements, to the appointed Shop Stewards for the purposes of attending a Shop Steward school.
- 17:05 Employees requesting leave to attend training to obtain skills necessary for the operation of the Refinery may be granted such leave without pay at the discretion of the Department Manager. Such leave will however not be unreasonably withheld where the employee has at least completed one (1) year of continuous service.
- 17:06 Individual employees, after the probationary period and with the Company's consent in writing, may obtain a leave of absence, without pay, when in the Department Manager's opinion, conditions warrant it and plant conditions permit.
- 17:07 If the Company is given at least two (2) weeks written notice and if the employee concerned can be spared, having regard to operational requirements, a leave of absence will be granted without pay to enable him/her to attend the Canadian Labour College, or to enable him/her to accept a full time International Union Representative position, or a Newfoundland & Labrador Federation of Labour or local Union appointment. The Company agrees to continue EHS benefits for the period approved.
- 17:08 Shift employees within the required demonstrated skills and qualifications and the Company may make mutual shift exchange agreements subject to the following conditions:
- (1) a Mutual Shift Exchange Request Form must have been completed in full prior to mutual shift exchange being permitted;

- (2) mutual shift exchanges will not involve overtime or additional costs to the Company, and
- (3) mutual shift exchanges cannot be worked back-to-back with any regularly scheduled shift, and
- (4) if a mutual shift exchange is made to occur on a Company recognized holiday, the employee who works that shift will receive the premium pay for the holiday. The employee who would have normally worked that shift will receive regular pay only, and
- (5) cancellations of mutual shift exchanges must be made in writing signed by both employees involved and submitted to the supervisor.
- (6) if either of the employees involved in the mutual shift exchange fails to meet the obligation set out in the mutual exchange agreement for any reason, the hours lost will be recorded as lost time without pay for the employee who fails to meet that obligation and no opportunity will be given to make up that time.
- (7) Mutual shift change obligations between employees must be repaid not later than six (6) months following the initiation of the exchange agreed.

17:09 The Company will grant full time leave for the President of Local 9316 effective as of the signing date of the Collective Agreement. Such leave shall be with pay at forty (40) straight time hours per week, including benefits. Wage will be at 15% above his/her own wage rate.

#### **ARTICLE 18 - SHIFT CHANGES**

18:01 If an employee is assigned to work on a new schedule different from his/her regular schedule, he/she shall be paid one and one half (1 1/2) times his/her regular straight time rate for the first shift of the new schedule. This Article does not apply to part-time employees who have had a schedule changed in an attempt by the Company to provide a full weeks work to that employee. Schedule change means a change in an employees regular day schedule or rotating shift. Scheduled overtime after a regular shift is not a change in the employees regular schedule. Scheduled overtime that cannot be filled from the overtime distribution list will not be considered a change in the employees regular schedule.

The Company will not schedule an employee overtime hours to deliberately deprive an employee of a schedule change premium under the provision of this agreement.

18:02 No more than straight time will be paid for schedule changes made for any one of the following reasons:

- (1) the change is made as an accommodation to or for the convenience of the employees,
- (2) the change is made within 60 days of the original change in returning the person to the original schedule which he/she worked prior to the change,
- (3) the change is made to accommodate vacation and scheduled days off at the employee's request,
- (4) the change is the initial assignment to a schedule following the completion of or during the probationary period,
- (5) the change is to accommodate modified duty as recommended by the Company physician,
- (6) the change is the result of the employee returning to work upon certification by the Company physician enabling him/her to return to regular duties following modified duty assignment;
- (7) the change is a permanent schedule change from being a shift employee to a day employee days as defined under Articles 12:01:01, 12:01:02 and 12.03.

18:03 Subject to Article 18:01 and where the first shift of the shift change falls on a Company recognized holiday, the employee will be paid one and one half (1 1/2) times his/her straight time rate for the first shift worked following the recognized holiday.

## **ARTICLE 19 - HEALTH AND SAFETY & ENVIRONMENT**

19:01 The parties agree that they mutually desire to maintain high standards of Health and Safety in order to prevent industrial injury and illness. It is also understood that the Company, the Union and the employees recognize their obligations and rights under existing law with respect to matters of safety, health and environment.

19:02 When an employee believes that a tool, appliance or piece of equipment, or an aspect of the workplace is dangerous to his or her health and safety, or that of other employees or other persons

present at the workplace they shall immediately take remedial action and report the hazardous condition to their supervisor.

Every employee shall make use of all required safeguards, safety devices, and appliances established by Company policy, procedure or guideline or required by the OH&S Act and Regulations.

In the event of a serious accident or incident which has or could have had resulting in a critical or fatal injury to an employee, the Company shall notify the Joint Co-Chairs (or his/her designate) of the Joint Occupational Safety, Health and Environmental Committee.

The JOSHE Committee Co-Chairs or their designates, may be permitted to visit the scene of any serious incident or accident for the purpose of participating in an investigation.

19:02:01 The Company shall maintain a Joint Occupational Safety, Health and Environmental Committee to promote the maintenance of a healthful work environment, safe work practices among employees, and to submit recommendations to the Refinery Management. Such committee shall consist of not more than six (6) employees from the bargaining unit representing all refinery areas chosen by the Union. In addition, an equal number of representatives from management will be appointed by the Company. The names of the committee members shall be posted in the work place.

19:02:02 The JOSHE Committee may make recommendations to the Company on any changes to the policies, guidelines and procedures as necessary.

The Company following receipt of written recommendations from the JOSHE Committee shall respond in writing the status of each recommendation within 30 days to the JOSHE Committee and such status shall be recorded in the minutes of that Committee.

19:02:03 The Company will provide adequate training to all the members of the Joint Occupational Safety, Health and Environment Committee to assist in carrying out the functions of that committee as required by the OHSA.

19:02:04 The Company agrees that the Joint Occupational Safety, Health and Environment Committee will normally meet on a monthly basis for a period of up to eight (8) hours for employees on their day off. Employees will be relieved from their entire regular working shift/day to conduct work site inspections, prepare for and attend the joint committee meeting. The minutes from this meeting will be provided by the company to the co chairs within two (2) week of the next jointly scheduled meeting.

19:03 The Company will provide information as to the known hazards and properties known to the Company of chemical compounds present at the Refinery and such information will be made available to all employees including the Joint Occupational Safety, Health and Environment Committee. Training and preventative measures will be provided to prevent injury, including WHMIS (Workplace hazardous material information system) and SCBA training (self contained breathing apparatus).

The Joint Occupational Safety, Health and Environment Committee will work cooperatively with the Occupational Hygienist.

19:04 The Company will provide and maintain adequate lunchrooms, lockers, washroom and sanitary facilities. All employees will cooperate fully with the Company in the care and cleanliness of these facilities.

19:05 The Company will provide adequate first aid facilities and medical supplies and will encourage and foster qualified first aid instruction for the employees. The parties agree to refer the issue of appropriate training standards for Emergency First Aid Responders to the JOSHE Committee for review and recommendation to the Company.

19:06 The Company will provide approved industrial prescription safety glasses for all regular and part time employees who may need them. One pair will be provided in each twenty-four (24) month period provided that where the aforementioned glasses are broken or damaged through no fault or omission of the regular or part time employee so as not to be useable the Company will replace them at its cost.

19:07:01 Workers' Compensation

The Company will help an injured employee in writing up his/her accident report and the employee will be given a copy of his/her statement. Upon request of the employee, a Union Representative may be present if available.

The employee will be given a copy of the completed Accident Investigation Report.

The Co-Chairpersons of the Joint Occupational Safety, Health and Environment Committee will also receive copies.

The Company agrees to make every reasonable effort to provide suitable alternate (modified) work to an injured employee and make reasonable effort to return that injured worker back to his/her

regular duties. Such alternate work will not interfere with the seniority rights of any other employee during the period the employee is on alternate work. The Union President or his/her designate, may attend a monthly review meeting established to monitor the status of modified duty assignments.

19:07:02 In the event that approved Workers' Compensation benefit payments are unduly delayed (at least fourteen (14) days), the Company agrees to advance monies, if requested by the employee, against such benefit payments. However, consideration will be given by the Company in circumstances where an employee requires an advance within the fourteen (14) day period.

19:07:03 The Company will advise the Union when an employee's compensation claim is contested.

19:08 If an employee, upon reasonable grounds and in all the circumstances believes that the work or task he/she is required to perform is unsafe such that to perform the work or task would cause him/her or a fellow employee injury or harm, then he/she may refuse to perform the work or task requested. Such refusal will be immediately communicated to the supervisor outlining the reasons therefore. If the supervisor assigns the work or task to another employee or group of employees, notification must be given of the refusal.

If not resolved at the supervisor level, then notification will be given to the Joint Occupational Safety, Health and Environment Committee in order to initiate an investigation. Employees must, however, abide by the JOSHE Committee if they are satisfied by the investigation that the task can be performed safely in the circumstances or where the reason for the refusal has been reasonably dealt with.

If not resolved at the Joint Occupational Safety, Health and Environment Committee level then notification will be given to OHS Division of the Government in order to initiate an investigation.

If a final investigation of such refusal by an OH&S officer from the Government advises that the employee(s) return to that assigned work or task, the employee(s) must do so without discrimination to the employee(s). Once the issues of the refusal to work has been resolved, any dispute respecting discipline arising from the continual refusal to work shall be resolved through the arbitration procedure under this Agreement. The Company and Union agree to waive the procedure under the Occupational Health and Safety Act to proceed to the Labour Relations Board to resolve issues of discriminatory discipline.

19:09 The Company has established the following bargaining unit minimum shift manning with respect to shift emergency and oil spill response crews:

Shift Emergency Response Crew:

Area A process techs – 4 trained, 2 to be available at all times for response

Area B process techs – 4 trained, 2 to be available at all times for response

Area C offsites techs– 4 trained, 2 to be available at all times for response

Shift maintenance - 2 trained, 1 to be available at all times for response

Shift lab techs – 2 trained, 1 to be available at all times for response

Shift oil spill response Crew:

Area C offsites techs– 4 trained, 3 to be available at all times for response

Shift maintenance - 2 trained, 1 to be available at all times for response.

The parties will refer the issue of what training standards are appropriate for the degree of protection sought by the Company to the JOSHE Committee for review and recommendations to the Company.

19:10 Members of the Joint Occupational Safety, Health and Environment Committee will be involved in the investigation of all recordable accidents and, as defined by the Refinery Manager or his/her designate, all environmental incidents and near misses.

Results of all corrosion monitoring, such as U.T. readings, x-rays, etc., shall be made available to members of the Joint Occupational Safety, Health and Environment Committee members upon request. Such information shall be treated as confidential and shall not be used or disclosed outside the members of the Committee and is intended for discussion within the Refinery including Union members.

When an Occupational Health and Safety Officer visits the Refinery on official business, a bargaining unit member of the JOSHE committee shall be notified and if on site, will participate in any inspection as requested by the said government official.

19:11 The Company will provide and the regular and part time employees shall have the following tests conducted:–

- (1) blood chemistry upon the recommendation of the Company appointed doctor.
- (2) audiometric on an annual basis.

An employee undergoing Company required medical testing outside the Refinery shall not incur loss of pay on his/her schedule day of work or if it is on the employees scheduled day off, he/she shall receive four (4) hours regular pay. In the event the employee has to use his/her own transportation for such testing, the Company shall pay for the travel at their set rate. This is not applicable to routine medical testing where the employee is referred to their family physician as a result of the annual medical evaluation.

19:12

It is the intention of the Company to supply necessary safety protection to its Regular and Part Time employees. The following safety apparel will be made available in the manner indicated, as required by work being done.

- (1) Hard Hat
- (2) Safety Glasses – non prescription
- (3) Safety Boots. Voucher in the amount of \$150.00 per annum to all employees so that voucher can be used any time within a calendar year. Part time employees are only entitled to a voucher after they have actually been at work on site for twelve months (cumulative). Ranked temporary employees may avail of this benefit who have actually been at work on site for twelve consecutive months or have been actually been at work on site 2184 regular straight time hours in any fourteen (14) consecutive month period.
- (4) Rubber Boots
- (5) Mens/Womens coveralls will be issued, upon replacement basis only as follows:
  - Four pairs coveralls (non insulated)
  - One pair insulated winter coveralls
  - Janitors, only, may be issued work shirts/pants instead of coveralls.
  - Fire Techs may be issued two pairs coveralls (non insulated) and 2 work shirts/pants instead of the other 2 pair of coveralls.
- (6) Laboratory Coats and 2 work shirts/pants instead of the other 2 pair of coveralls.



- (7) Welding coats, shields, helmets & gloves.
- (8) Dust Masks
- (9) Rain Suits
- (10) Safety lock
- (11) Goggles, face shield
- (12) Ear protectors
- (13) Gloves
- (14) Nomex summer & winter Jacket on replacement basis only

Employees will be issued this equipment for use on company premises only, and are responsible for returning it in good and serviceable condition should he/she leave the employ of the Company and will be charged with replacement cost for any item not returned. Should any of the loaned items be made unserviceable through normal wear and tear during the employee's continued employment with the Company, a new item will be loaned to the employee upon him/her presenting the unserviceable item to his/her supervisor.

Specialized safety equipment not listed above will be supplied to employees as required and will be returned immediately after use.

- 19:13 Joint Occupational Safety, Health and Environment Committee members if requested by the company, to return to the Refinery to perform accident investigation or to attend regular safety meetings or other committee duties will receive premium pay at the rate of time and one half the straight time rate.

## **ARTICLE 20 - EMPLOYEE BENEFITS**

- 20:01 The Company agrees that regular and part time employees covered by this Agreement shall, during the terms of said Agreement, participate in all such benefit plans in accordance with their provisions as are in effect for all union and non union employees in general.
- 20:02 The Company further agrees that any changes or amendments that are to be made to the plans during the lifetime of this Agreement will be disclosed to and discussed with the Union and those changes or amendments that are made shall be made applicable to all regular & part time employees covered by this Agreement.

- 20:03 The Company will provide to all permanent and active part time employees a discount equivalent to twenty-five dollars (\$25.00) per month for gas or diesel purchased at any North Atlantic brand service station.
- 20:04 The Company agrees to provide a pension plan for regular employees. This plan as referenced in Appendix H shall be administered in accordance with Provincial and Federal regulations. It is agreed that the Defined Benefit Pension Plan (DBPP) includes two (2) hours straight time for shift employees as pensionable earnings.
- 20:05 The Company agrees to provide a Group RRSP plan for regular employees. It is agreed that this includes two (2) hours straight time for shift employees as pensionable earnings.
- 20:06 The Company agrees to provide a Group RRSP program for part time employees.

#### **ARTICLE 21 - BULLETIN BOARDS**

- 21:01 The Company will provide one (1) locked bulletin board at a convenient location in each of the following areas:
- Control Room
  - Fire Hall
  - Jetty
  - Maintenance Lunch Room
  - Upper Maintenance Lunch Room
  - Offsites
  - Warehouse
  - Utilities
  - Laboratory
  - Area A GBS (January 1, 2012)
  - Area B GBS (January 1, 2012)

The Union may post on such boards its notices of meetings. It may also post any other material of Union interest, signed by an Officer of the Union.

#### **ARTICLE 22 - TECHNOLOGICAL CHANGE**

- 22:01 The Company reserves the right to seek advances in technology in order to improve the productivity and efficiency of its operations, thus allowing the Company to be competitive in the market place.
- 22:02 Technological change shall mean the introduction by the Company into its work place, undertaking or business, of equipment of a

significantly different nature or kind than that previously used in the operation of the work place, undertaking or business that causes one or more regular employees to be indefinitely laid off.

22:03 The Company will notify the Union ninety (90) days in advance of intent to institute technological change.

22:04 The notice in Article 22:03 shall be in writing and shall state:

- (1) the nature of the technological change;
- (2) the date upon which the employer proposes to effect the change;
- (3) the approximate number and type of regular employees likely to be affected by the change.

22:05 A regular employee who is laid off indefinitely following a technological change will be eligible to make application for severance pay prior to the expiry of his/her recall rights. A regular employee who applies for and accepts severance pay shall forfeit seniority and all other rights under this Agreement.

### **ARTICLE 23 - SEVERANCE PAY**

23:01 If, as a result of technological change, a regular employee loses his/her employment with the Company and provided he/she is eligible for benefits under this program, he/she will be entitled to severance pay at the time of termination.

The amount of this pay will be the highest of the following calculations:

- (1) Sixty (\$60) dollars for each month's service completed at the Company since his/her last hiring; or
- (2) Fourteen (\$14) dollars multiplied by the age of the employee, multiplied by the number of years service at the Company since his/her last hiring (\$14 x age x years of service).

23:02 Regular employees who have ten years of continuous service from their most recent date of hire and who are laid off with no expectation of recall after expiry of his/her seniority rights shall be eligible for severance pay on the basis of fourteen dollars (\$14.00) times the age of the regular employee times his/her years of service. This article does not apply to any regular employee who is entitled to the benefits of Article 23:01:01

## **ARTICLE 24 - NO LAYOFF: REORGANIZATIONAL AND TECHNOLOGICAL CHANGE**

- 24:01 The Company agrees that it will not "lay off" any regular employees during the life of this collective agreement to accomplish force reductions made necessary by technological and re-organizational change.
- 24:02 For the purposes of this Article, the term "lay off" shall mean "out the door" and not displacement brought about by technological or organizational change which can be accommodated by operation of ordinary seniority rights. Where seniority rights as applied under this Agreement do not result in the displaced employee acquiring another position, he/she will be retrained for a position with a rate of pay equivalent or nearly equivalent to the original job, made redundant.
- 24:03 It is understood by the parties that this Article does not prevent layoff due to act of God, major plant breakdown or disaster or by reason of economic collapse necessitating a total operating unit shutdown.

## **ARTICLE 25 - ANTI HARASSMENT**

- 25:01 The Company and the Union shall take all reasonable steps to maintain a working environment, which is free from harassment as defined in the Human Rights Code.
- 25:02 For the purposes of this article, Sexual Harassment includes:
- a) Unwanted sexual attention of a persistent or abusive nature, made by a person who knows or ought reasonably to know that such attention is unwanted; or
  - b) Implied or expressed promise of reward for complying with a sexually oriented request; or
  - c) Implied or expressed threat or reprisal, in the form either of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request; or
  - d) Repeated sexually oriented remarks and/or behavior, which may reasonably be perceived to create a negative psychological and/or emotional environment for work and study.
- 25:03 For the purpose of this clause, harassment includes engaging in a course of comment or conduct that is known or ought reasonably to be known to be unwelcome where such comment or conduct consists of words or action by the Employer, supervisor, a co-

worker or a member of the bargaining unit, which disrespects or causes humiliation to an employee because of his/her race, colour, creed, ancestry, place of origin or ethnic origin.

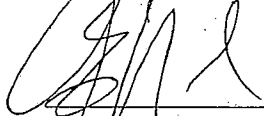
- 25.04 Where an alleged breach of Article 25:01 has occurred, the aggrieved employee (complainant) may initiate a grievance at Step Two of the grievance procedure as defined in Article 6.
- 25.05 The arbitrator shall impose a remedy which is designed to only affect the perpetrator insofar as that is possible and where there is any detriment to be suffered respecting job classification, seniority, wages, etc., such detriment shall fall upon the perpetrator only.

**ARTICLE 26 - DURATION OF AGREEMENT**


- 26:01 This agreement shall become effective on 01 January 2011 and shall remain in full force and effect for a period of forty-eight (48) months. Either party may, by written notice, no less than thirty (30) days and no more than ninety (90) days prior to December 31, 2014 request the negotiation of a new agreement.

SIGNED, SEALED & DELIVERED, this            day of            2011:

**FOR THE COMPANY**




Alfred Efford  
Co-Chief Negotiator

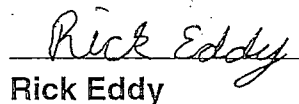


Harold M. Smith  
Co-Chief Negotiator

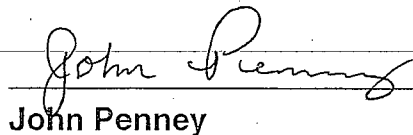
**FOR THE UNION**



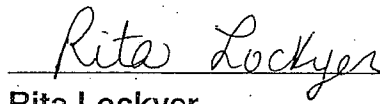
Jerome O'Keefe  
President, Local 9316  
Chief Negotiator



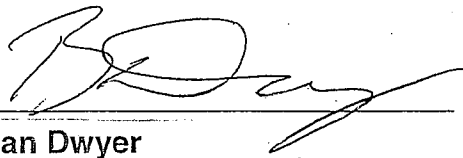
Rick Eddy



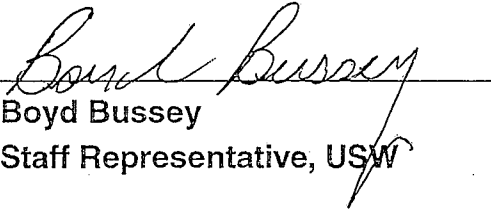
John Penney



Rita Lockyer



Brian Dwyer



Boyd Bussey

Staff Representative, USW

APPENDIX A

4 Year Collective Agreement

January 1, 2011	-	2.5%
January 1, 2012	-	3.5%
January 1, 2013	-	3%
January 1, 2014	-	3.5%

Expiry December 31, 2014

APPENDIX A

**MAINTENANCE**  
**4x10 Schedule**

Classification	Jan 1, 2011 2.50%	Jan 1, 2012 3.50%	Jan 1, 2013 3%	Jan 1, 2014 3.50%
Tech A1	\$39.82	\$41.21	\$42.45	\$43.94
Tech A	\$37.17	\$38.47	\$39.62	\$41.01
Tech B	\$36.03	\$37.29	\$38.41	\$39.75
Tech C	\$33.54	\$34.71	\$35.75	\$37.00
Tech D	\$26.46	\$27.39	\$28.21	\$29.20

**NON-PROGRESSION CLASSIFICATIONS**

Classification	Jan 1, 2011 2.50%	Jan 1, 2012 3.50%	Jan 1, 2013 3%	Jan 1, 2014 3.50%
Janitor	\$26.46	\$27.39	\$28.21	\$29.20
Site Transit Driver	\$26.46	\$27.39	\$28.21	\$29.20

**OPERATIONS PROCESS, OPERATIONS OFFSITES, LAB,  
FIRE & SAFETY**

Classification	Jan 1, 2011 2.50%	Jan 1, 2012 3.50%	Jan 1, 2013 3%	Jan 1, 2014 3.50%
Control Tech	\$42.53	\$44.02	\$45.34	\$46.93
Control Tech A1	\$40.93	\$42.36	\$43.63	\$45.16
Control Tech A	\$39.25	\$40.62	\$41.84	\$43.30
Control Tech B	\$38.12	\$39.45	\$40.63	\$42.05
Control Tech C	\$36.99	\$38.28	\$39.43	\$40.81
Control Tech D	\$35.88	\$37.14	\$38.25	\$39.59
Proc/OS/Comp Tech	\$40.07	\$41.47	\$42.71	\$44.20
Proc/OS/Comp Tech A	\$37.96	\$39.29	\$40.47	\$41.89

Proc/OS/Comp Tech B	\$37.16	\$38.46	\$39.61	\$41.00
Proc/OS/Comp Tech C	\$36.37	\$37.64	\$38.77	\$40.13
Proc/OS/Comp Tech D	\$35.58	\$36.83	\$37.93	\$39.26
Training Level II	\$30.20	\$31.26	\$32.20	\$33.33
Training Level I	\$24.82	\$25.69	\$26.46	\$27.39
Lab/FS Tech	\$40.07	\$41.47	\$42.71	\$44.20
Lab/FS Tech A	\$37.96	\$39.29	\$40.47	\$41.89
Lab/FS Tech B	\$37.16	\$38.46	\$39.61	\$41.00
Lab/FS Tech C	\$36.37	\$37.64	\$38.77	\$40.13
Lab/FS Tech D	\$35.58	\$36.83	\$37.93	\$39.26
Training Level II	\$30.20	\$31.26	\$32.20	\$33.33
Training Level I	\$24.82	\$25.69	\$26.46	\$27.39

## APPENDIX A

### BUYERS

Classification	Jan 1, 2011 2.50%	Jan 1, 2012 3.50%	Jan 1, 2013 3%	Jan 1, 2014 3.50%
Buyer Level A	\$39.23	\$40.60	\$41.82	\$43.28
Buyer Level B	\$37.11	\$38.41	\$39.56	\$40.94
Buyer Level C	\$34.12	\$35.31	\$36.37	\$37.64
Buyer Level D	\$31.11	\$32.20	\$33.17	\$34.33
Buyer Entry Level	\$28.11	\$29.09	\$29.96	\$31.01

### WAREHOUSE TECH

Classification	Jan 1, 2011 2.50%	Jan 1, 2012 3.50%	Jan 1, 2013 3.00%	Jan 1, 2014 3.50%
Warehouse Tech A	\$38.03	\$39.36	\$40.54	\$41.96
Warehouse Tech B	\$36.03	\$37.29	\$38.41	\$39.75
Warehouse Tech C	\$33.54	\$34.71	\$35.75	\$37.00
Warehouse Tech D	\$31.43	\$32.53	\$33.51	\$34.68
Trainee Level II	\$28.96	\$29.97	\$30.87	\$31.95
Trainee Level I	\$26.46	\$27.39	\$28.21	\$29.20

### MAINTENANCE 4x10 SCHEDULE

Temporary employees and part time employees with less than 2080 straight time hours

Classification	Jan 1, 2011 2.50%	Jan 1, 2012 3.50%	Jan 1, 2013 3.00%	Jan 1, 2014 3.50%
Instrument Technician	\$34.89	\$36.11	\$37.19	\$38.49
Pipefitter	\$33.12	\$34.28	\$35.31	\$36.55
High Pressure Welder	\$33.12	\$34.28	\$35.31	\$36.55
Electrician	\$33.12	\$34.28	\$35.31	\$36.55
Boilermaker	\$32.63	\$33.77	\$34.78	\$36.00
Insulator	\$32.31	\$33.44	\$34.44	\$35.65
Millwright	\$32.29	\$33.42	\$34.42	\$35.62
Ironworker	\$31.00	\$32.09	\$33.05	\$34.21
Ironworker Welder	\$31.00	\$32.09	\$33.05	\$34.21
Crane Operator	\$30.67	\$31.74	\$32.69	\$33.83
Diesel/Auto Mechanic	\$29.90	\$30.95	\$31.88	\$33.00



<b>Mobile Equip Operator</b>	<b>\$27.11</b>	<b>\$28.06</b>	<b>\$28.90</b>	<b>\$29.91</b>
<b>Carpenter/Scaffolder</b>	<b>\$25.85</b>	<b>\$26.75</b>	<b>\$27.55</b>	<b>\$28.51</b>
<b>Labourer</b>	<b>\$24.54</b>	<b>\$25.40</b>	<b>\$26.16</b>	<b>\$27.08</b>
<b>Janitor</b>	<b>\$24.36</b>	<b>\$25.21</b>	<b>\$25.97</b>	<b>\$26.88</b>

Apprentice      Second Year      = 60% of above  
                          Third Year        = 70% of above  
                          Fourth Year      = 80% of above

**APPENDIX B**  
**TOOL ALLOWANCE**

All personnel required to have tools must have personal tool kits which meet professional standards. Tool boxes may be inspected by the Company at any time, but at least once per six (6) months to ensure that the basic tool kit is complete and tools are in good condition. The Company will furnish consumable supplies and tools; major tools and power tools can be borrowed from the Tool Crib. Each employee is expected to maintain the "minimum kit" in good working condition. To this end, the Company provides an annual tool allowance to compensate for breakage, loss and general depreciation.

**PROCEDURE:**

1. The Company will provide a list of basic tools for each craft, and classification requiring tools, and the annual tool allowance. Such lists will be available at any maintenance supervisor's office.
2. If minimum tool kit is incomplete, employee shall purchase any necessary tools.
3. All new employees must have full kit of tools prior to starting work.
4. All regular current employees must acquire or order a full kit of tools within one (1) month of posting of lists.
5. All regular employees must maintain a full kit of tools in good condition and the Company will inspect tool kit once per six (6) months, to ensure that this condition is being met. Maintenance Department will issue tool kit inspection forms to supervisor and the completed copy will be kept on file. Such employees lacking the minimum tools must have minimum list within two (2) weeks.
6. Each six (6) months, January 1 and July 1, each employee in job classifications listed in section 9 will have a tool allowance issued to them. The total yearly allowance will be 15% of the total cost of the employee's minimum tool list. The amount of the allowance will be established on the basis of prices in effect on June 1, 1993. Increases in allowances for tool price increases will be calculated by reviews of local suppliers. The average increase will be applied to all tool allowances. The purchase credits will be reset to 15% of the actual prices each year beginning June 1, 1995. An employee in the trade for less than six (6) months will have an allowance, prorated from the date of hire. The allowance will cover all wear, damage and loss of tools.
7. The following are small tools that the Company will supply:
  - a) Files
  - b) Wire Brushes
  - c) Chisels (Metal)
  - d) Drills
  - e) Taps
  - f) Dies
  - g) Knives
  - h) Hack Saw Blades

8 Regular & Part Time Employee requiring tools & eligible for Tool Allowance

Carpenter/Scaffolder  
Electrician  
Diesel Automotive Mech  
Instrument Mechanic  
Insulator  
Machinist  
Pipefitter  
Plant Mech. (Millwright)  
Welder  
Boilermaker  
Ironworker  
Mtce Techs "D" to "A"

9 Employees must ensure that the tools that are purchased are of a good quality standard. (Brand names: Grey, Proto, Craftsman, Huskey.)

10 With reference to item #5 in procedure it may be necessary at times to extend time limit beyond two weeks because of delivery or unavailability of certain tools.

11. Employees may purchase hand tools through North Atlantic warehouse. Employee will be required to sign an authorization allowing North Atlantic to recover the cost of the tools through payroll deduction. Where the actual cost is higher than the bench mark price, employees shall only be responsible for 85% of the increase over the bench mark price as established each June.

12. Employees on sick leave or leave of absence for a period of more than 30 days will have the Tool Allowance reduced in proportion to the length of absence.

13. This procedure will be reviewed each January 1 by a Joint Tool Policy Committee. If any changes are desired on these dates, a written request for the changes should be submitted to the Director of ECMS on or before June 1st.

NOTE: PART-TIME EMPLOYEES SHALL RECEIVE THIS ALLOWANCE PRORATED.

**APPENDIX C GRIEVANCE REPORT**

**GRIEVANCE REPORT**

**USWA Local Union No.** \_\_\_\_\_ **Grievance No.** \_\_\_\_\_

**Location** \_\_\_\_\_ **Date** \_\_\_\_\_

EMPLOYEES NAME	IDENTIFICATION NO.	DEPARTMENT	JOB TITLE

Use space below to write in other important Grievance Information

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**Nature of Grievance**

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**Settlement requested in Grievance** \_\_\_\_\_

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**Agreement Violation** \_\_\_\_\_

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**Signature of Aggrieved:**

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**Signature of Union Representative:**

---

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**Supervisor's Initials**

White - Company Copy

Yellow - Supervisor's Copy

Pink - Grievance Committee Copy

Goldenrod - Griever's Copy

## APPENDIX F

### LETTER OF UNDERSTANDING #1

#### LETTER OF UNDERSTANDING:

BETWEEN: North Atlantic Refining Limited

AND United Steelworkers Local 9316

Company and the Union will maintain and promote a mutually satisfactory joint Employee Assistance Program for all bargaining unit and non-bargaining unit employees who may require assistance with personal problems which may or may not arise out of the work place. The Company shall provide information booklets for all employees. The terms of reference of this joint program shall include:

1. that access to and use of, or the fact of referral to the EAP, shall be strictly confidential and shall not be disclosed outside the Joint EAP Committee;
2. that access to, failure to access, use of, or failure to use, or referral, or failure to refer to the EAP shall not be discussed, referred to directly, or indirectly during any or in connection with any arbitration between the parties either by the employee, the Union or the Company.

This letter shall form part of the Collective Agreement.

Signed this 23<sup>rd</sup> day of August 2011.

  
\_\_\_\_\_  
PRESIDENT  
U.S.W.

  
\_\_\_\_\_  
DIRECTOR OF HUMAN RESOURCES  
NORTH ATLANTIC REFINING LIMITED

## APPENDIX F

### LETTER OF UNDERSTANDING #2

#### LETTER OF UNDERSTANDING:

BETWEEN: North Atlantic Refining Limited

AND United Steelworkers Local 9316

The purpose of this letter is to confirm the following agreement reached between the parties during contract negotiations to renew a collective agreement effective January 1, 2011

The Company confirms our agreement to continue its practice to discuss any changes in all the Benefit programs for current and retired employees during the life of this agreement before any changes are implemented.

This letter shall form part of the Collective Agreement.

Signed this 23<sup>rd</sup> day of August, 2011.

  
\_\_\_\_\_  
PRESIDENT  
U.S.W.

  
\_\_\_\_\_  
DIRECTOR OF HUMAN RESOURCES  
NORTH ATLANTIC REFINING LIMITED

## APPENDIX F

### LETTER OF UNDERSTANDING # 3

#### LETTER OF UNDERSTANDING:

BETWEEN: North Atlantic Refining Limited

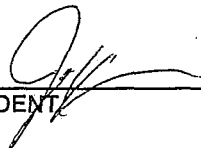
AND United Steelworkers Local 9316

The purpose of this letter is to confirm the following agreement reached between the parties during contract negotiations to renew a collective agreement effective Jan. 1, 2011

The Union and the Company recognize that from time to time there will be a need to transfer employees from one shift to another in order to balance shift strengths. This is to confirm that this issue was discussed during contract negotiations and the Company agrees to look at car-pooling as a factor for consideration before the final decision is made to change an employee's shift schedule. Car pool status will not take precedence over required qualifications.

This letter shall form part of the Collective Agreement.

Signed this 23<sup>rd</sup> day of Aug, 2011

  
\_\_\_\_\_  
PRESIDENT  
U.S.W.

  
\_\_\_\_\_  
DIRECTOR OF HUMAN RESOURCES  
NORTH ATLANTIC REFINING LIMITED

## APPENDIX F

### LETTER OF UNDERSTANDING # 4

#### LETTER OF UNDERSTANDING:

BETWEEN: North Atlantic Refining Limited

AND United Steelworkers Local 9316

The purpose of this letter is to confirm the following agreement reached between the parties during contract negotiations to renew a collective agreement effective Jan. 1, 2011

Plant Registration, in accordance with Provincial Statute, requires power engineering certification for various process sections or posts.

To address this issue, the Company has put in place a program to support employees and facilitate the acquisition of the required certification. So far, many employees have successfully completed their training and have received their certification. It is the intent to continue with the program to ensure that the refinery meets the plant registration requirements and maintain its flexibility to operate and train Process and Control techs.

Qualified employees will be given the opportunity to obtain the required certification and maintain their level of qualification. If they are not successful over a predetermined period of time, then the employee will be subject to Clause 11:05:02.

The Company recognizes that a number of employees who are within early retirement age or are 50 years of age and over with 15 years or more of service as at December 31, 2005, may not wish to undertake the tasks to achieve the required certification. These employees will be exempted from certification, if they choose, by making their request to the Company.

Exempted employees will be required to continue to operate posts they are currently qualified for where registration requirements are met, also for short-term replacement or emergency situations.

Training priority for sections or posts requiring power engineering certificates will be given to those employees holding the appropriate power engineering certificate. Employees who do not hold the required power engineering certification for a post will not be permitted to train for that post unless enrolled in the program and committed to obtaining the required certification (3<sup>rd</sup> or 4<sup>th</sup> Class)

Present employees who are required to obtain a certification will have a temporary reduction in the number of posts or section they are required to obtain to qualify for a certain level of progression. For a third class certification, the reduction will be two posts or one panel for a period of not more than eighteen months and for a fourth class certification, the reduction will be one post for a period of not more than twelve months. Employees will have to be at par with the requirement of their level of qualifications after six months for fourth class certification and twelve months for third class certification. This will also apply to those employees who have obtained their certification through the training program since October 2003.

This letter shall form part of the Collective Agreement.  
Signed this 23 day of August, 2011

PRESIDENT  
U.S.W.

  
DIRECTOR OF HUMAN RESOURCES  
NORTH ATLANTIC REFINING LIMITED



# APPENDIX F

## LETTER OF UNDERSTANDING # 5

### LETTER OF UNDERSTANDING:

BETWEEN: North Atlantic Refining Limited

AND United Steelworkers Local 9316

The purpose of this letter is to confirm the following agreement reached between the parties during contract negotiations to renew a collective agreement effective Jan. 1, 2011

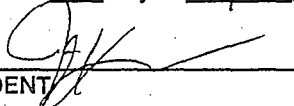
The Company agrees to register employees in the Production Offsites Department who elect to enrol and complete fourth class engineering program. Those employees will be provided access to the training material, and will be credited with the hours worked in the area qualifying for the steam time.

Training provided under this letter of understanding does not create a post under the Offsites Progression Program, however it will provide a means to qualify employees for a fourth class ticket so that employees will be qualified should the Company decide to review the status of the Butane Facility.

It is understood that the Butane refrigeration unit will continue to be the responsibility of the Process Utilities personnel.

This letter shall form part of the Collective Agreement.

Signed this 23<sup>th</sup> day of August, 2011

  
\_\_\_\_\_  
PRESIDENT  
U.S.W.

  
\_\_\_\_\_  
DIRECTOR OF HUMAN RESOURCES  
NORTH ATLANTIC REFINING LIMITED

# APPENDIX F

## LETTER OF UNDERSTANDING # 6

### LETTER OF UNDERSTANDING:

BETWEEN: North Atlantic Refining Limited

AND United Steelworkers Local 9316


The purpose of this letter is to confirm the following agreement reached between the parties during contract negotiations to renew a collective agreement effective Jan. 1, 2011

A qualified employee applying for a vacancy, as per article 10:01, within the Process or Offsites Area, that requires a journeyman trade and a fourth class power engineering certification will be required, prior to his/her selection, to commit to obtain his/her fourth class power engineering certification.

He/she will be provided the opportunity to train and obtain his/her certificate within a period of one year following the date of his/her selection. This employee will be treated as a non operational process tech and in addition to his/her training and progression he/she will perform maintenance duties during turnarounds.

This letter shall form part of the Collective Agreement.

Signed this 23<sup>rd</sup> day of August, 2011.

  
\_\_\_\_\_  
PRESIDENT  
U.S.W.A.

  
\_\_\_\_\_  
DIRECTOR OF HUMAN RESOURCES  
NORTH ATLANTIC REFINING LIMITED

# APPENDIX F

## LETTER OF UNDERSTANDING #7

### LETTER OF UNDERSTANDING:

BETWEEN: North Atlantic Refining Limited

AND United Steelworkers Local 9316

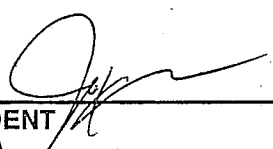
The purpose of this letter is to confirm the following agreement reached between the parties during contract negotiations to renew a collective agreement effective Jan. 1, 2011.

The Company recognizes that a number of current Process Techs who are fully qualified and are receiving the self development rate under Option 2 in their own area, may choose not to enrol in power engineering training.

These employees will maintain their self development rate during the life of this collective agreement. However they may be restricted from overtime opportunities and other assignments for those units they are no longer certified to operate.

**This letter shall form part of the Collective Agreement.**

Signed this 23<sup>rd</sup> day of August, 2011

  
\_\_\_\_\_  
PRESIDENT  
U.S.W.A.

  
\_\_\_\_\_  
DIRECTOR OF HUMAN RESOURCES  
NORTH ATLANTIC REFINING LIMITED

# APPENDIX G

## PROGRESSION PROGRAM

<b>Area "A"</b>	<b>Plant Registration Requirement</b>
Post I Crude Preheat Train/Desalter	
Post II Crude Fractionation	
Post III Vacuum Distillation	
Post IV Kero Merox/Splitter/LSR Merox/LER Unit	
Post V Amine/Caustic/Fuel Gas	
Post VI Visbreaker Unit	4 <sup>th</sup> Class
Post VII Distillate Hydrotreater	4 <sup>th</sup> Class or CT
Post VIII Sulphur Plant/SWS	

<b>Area "B"</b>	
Post I Isomax: Reactor Circuit	4 <sup>th</sup> Class or CT
Post II Isomax: Fractionation Section	
Post III Hydrogen Plant: Reformer/Compressors/Flare Drum	3 <sup>rd</sup> Class
Post IV Hydrogen Plant: Purification Section/ Compressors	4 <sup>th</sup> Class or CT
Post V Naphtha Hydrotreater/ Platformate Hydrogenation Unit	4 <sup>th</sup> Class or CT
Post VI Platformer	4 <sup>th</sup> Class
Post VII Utilities: Water Treatment	4 <sup>th</sup> Class or CT
Post VIII Utilities: Boilers	3 <sup>rd</sup> Class

<b>Area "C"</b>	
Post I Crude/Intermediate	
Post II Black Valley (Black Oil Area)	
Post III Effluent Plant	
Post IV Gasoline Hill /Jet Fuel / #2 Fuel	
Post V Jetty	
Post VI Monitoring Panel	
Post VII Truck Loading	

### CONTROL TECH DCS DISTRIBUTION:

AREA 'A'	DCS Section 1: Units 11, 12 DCS Section 2: Units: 17, 18, 20, 22, 35 & 48 DCS Section 3: Units: 16, 21 & 23	4 <sup>th</sup> Class
AREA 'B'	DCS Section 1: Units: 19 , 32, 33, 34, 35, 37 & 63 DCS Section 2: Units: 14, 15 & 25 DCS Section 3: Units: 13	3 <sup>rd</sup> Class

### CONTROL TECH SKILLS:

- PC Skills
1. Interplant - LIMS - Tank Gauging
  2. Maximo
  3. Network Knowledge
- DCS Skills
1. Operation Universal Station (HM, HAPM, APM, PM)
  2. Implementation (High Performance Process Manager)
  3. Loop Commissioning and Troubleshooting
  4. Maintenance (LCN/UCN/High Performance Process Manager)

### COMPUTER TECH SKILLS:

Network Operations & Maintenance, includes, but not limited to the following:

1. Novel
2. TCP/IP
3. Communications
4. System Backup
5. Archive Maintenance

Hardware Installation & Maintenance, includes, but not limited to the following:

6. PC Side
7. Server Side
8. Network Wiring

Applications Support, includes, but not limited to the following:

9. Maximo
10. Interplant and LIMS
11. Financial Support Systems
12. QC support Software
13. CAD/Word Processing/Spread Sheet
14. Electronic Faxing
15. Project Management

## APPENDIX H

### Defined Benefit Pension Plan

RETIREMENT PLAN  
FOR THE UNIONIZED EMPLOYEES OF  
NORTH ATLANTIC REFINING LTD.

## APPENDIX I

### **SELF DEVELOPMENT & PROGRESSION PROGRAM**

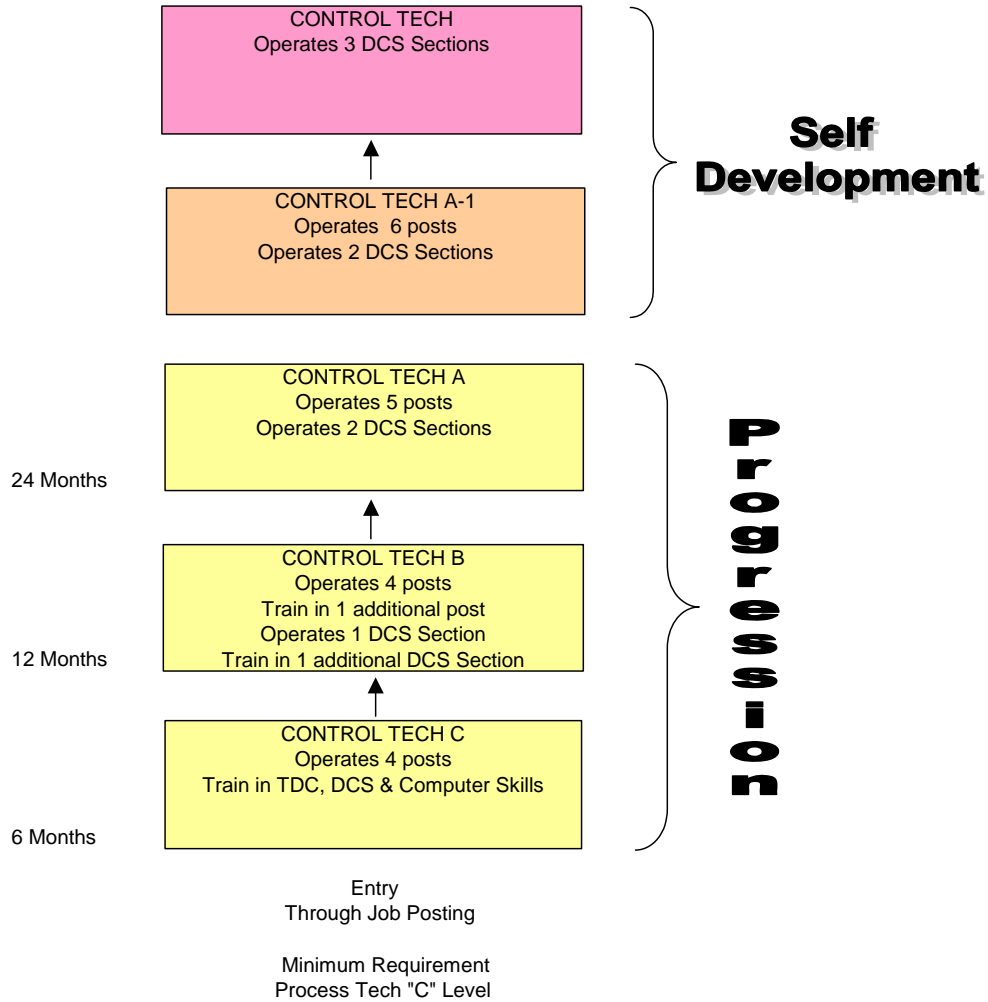
The progression program includes three phases of employee training; Compulsory, Progression and 'Self Development'.

Self Development is a voluntary program whereby employees acquire skills and are paid accordingly. Participation in the program will not enhance employee seniority.

Qualification will apply up to the highest level of the progression program and administered in accordance with the provisions of the Collective Agreement.

# APPENDIX I

## CONTROL TECHNICIAN PROGRESSION PLAN



### Normal Operation:

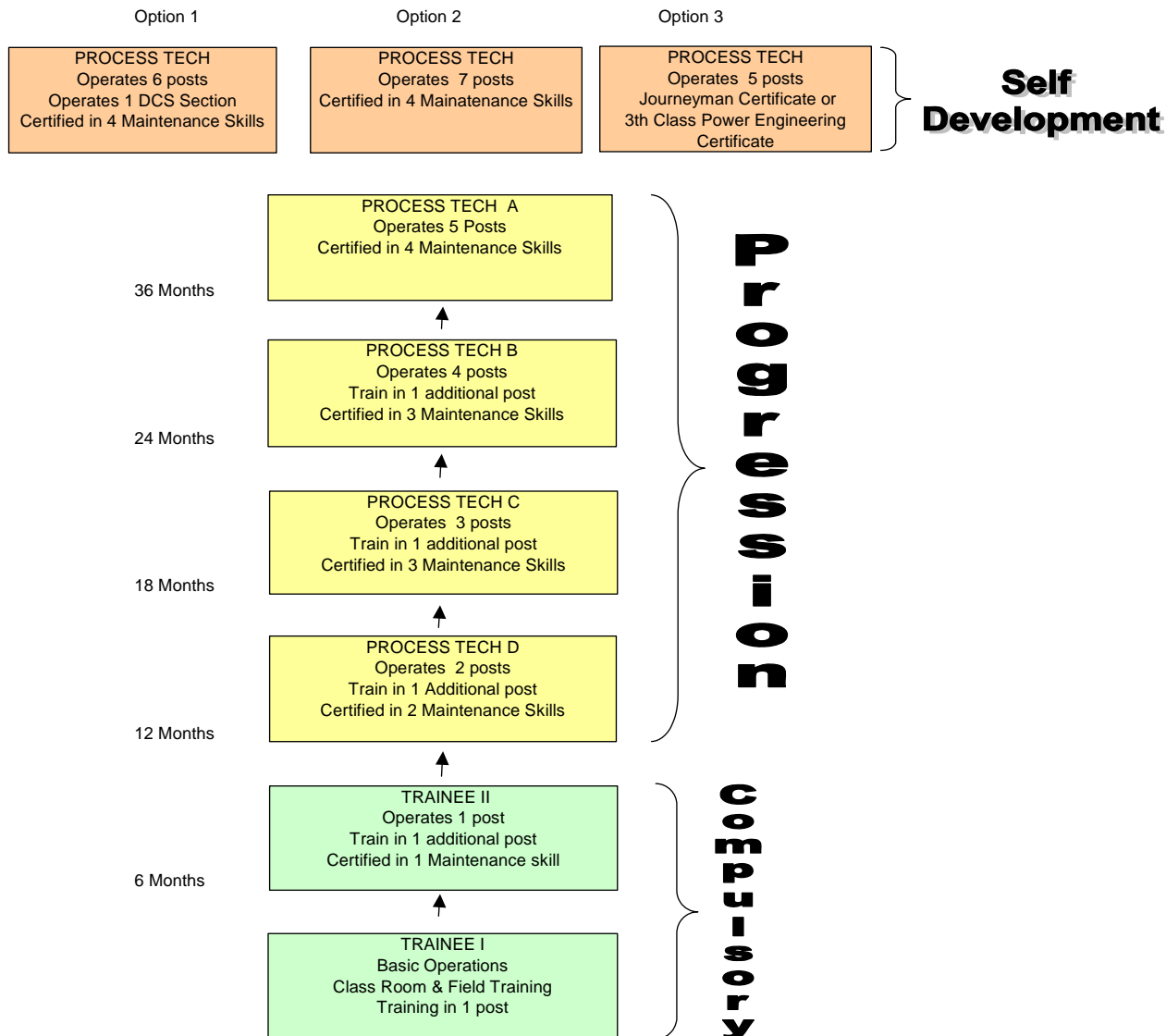
Maximum of three Control Techs per area.

Operates one area with two Control Techs for short durations.

Panels/Posts combined from Area "A" & Area "B"

# APPENDIX I

## PROCESS TECHNICIAN PROGRESSION PLAN



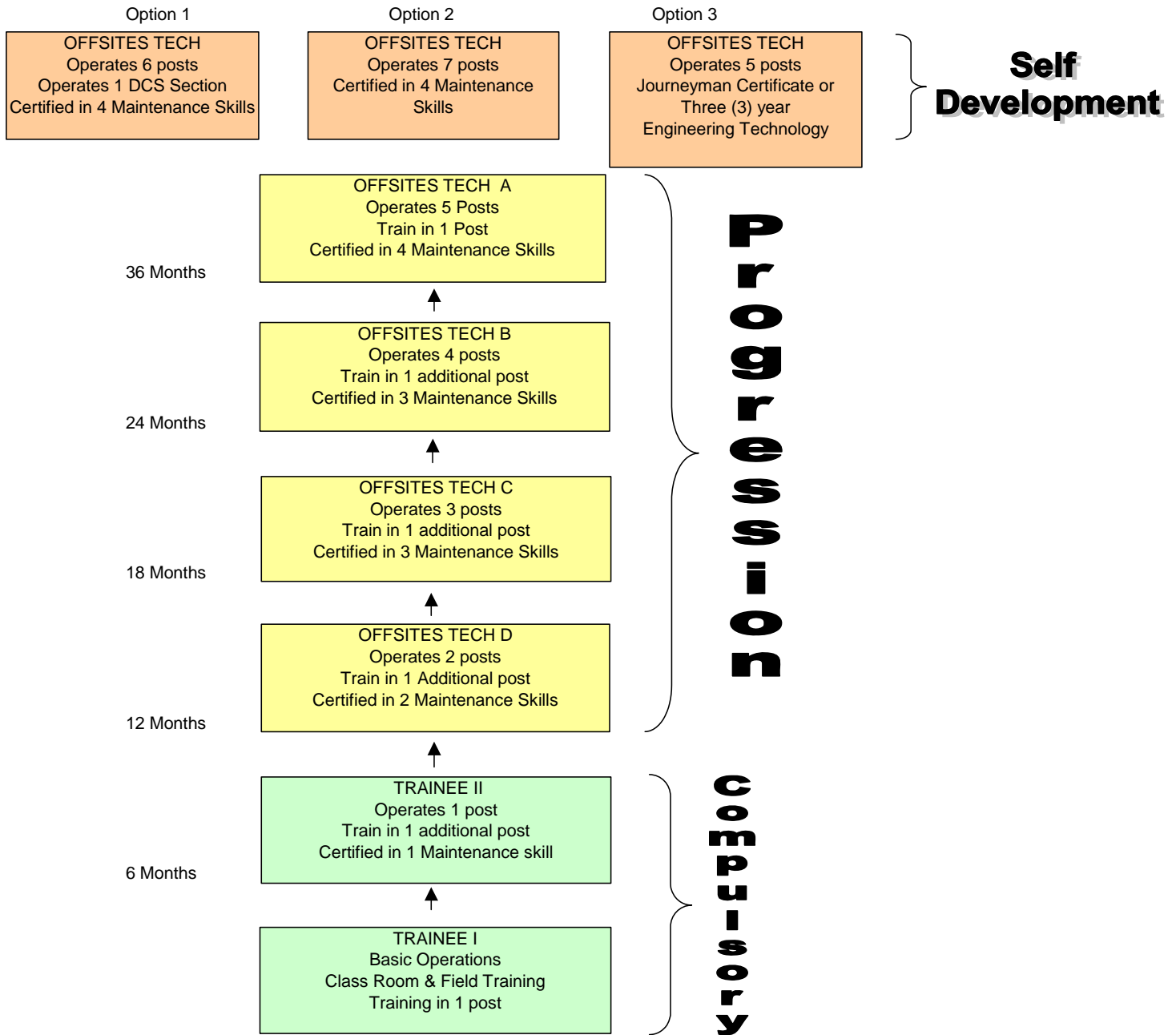
Panels/Posts combined from Area "A" & Area "B"

NOTE: 3<sup>rd</sup> Class Ticket Entry @ Tech D – New Hire  
Remain here until able to meet qualifications for Tech D-

4<sup>th</sup> Class Ticket Entry @ Trainee II – New Hire  
Remains here until able to meet qualifications for Trainee II-



# APPENDIX I OFFSITES TECHNICIAN PROGRESSION PLAN

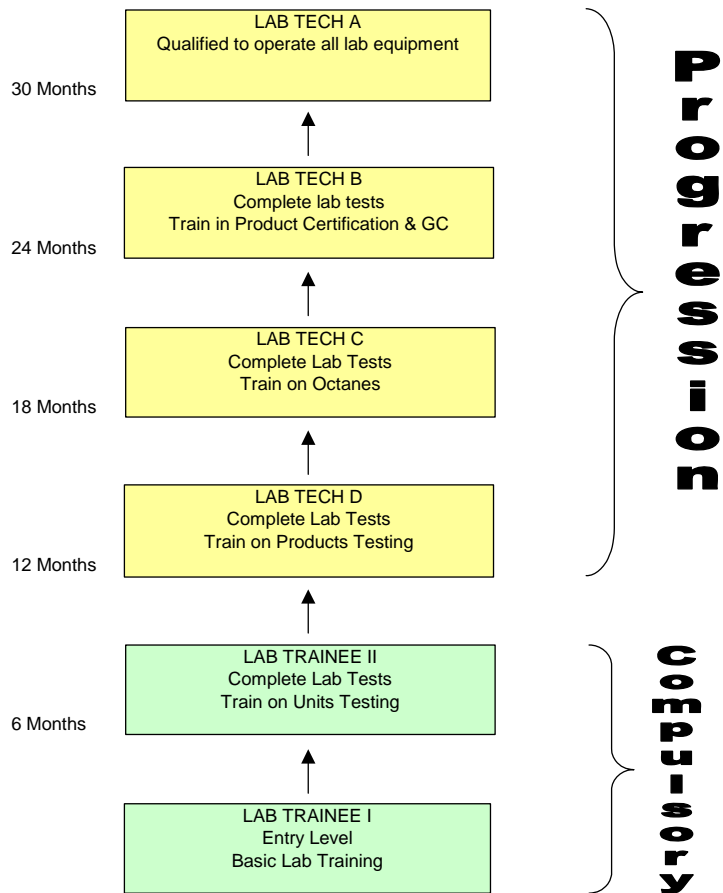
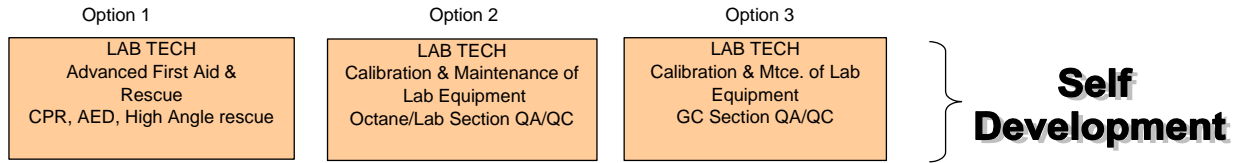


**NOTE:** 4<sup>th</sup> Class Ticket Entry @ Trainee II – New Hire  
Remain here until able to meet qualifications for trainee II

Offsites Tech will receive one (1) dollar per hour in addition to his/her straight time rate while working the panel position in Offsites.

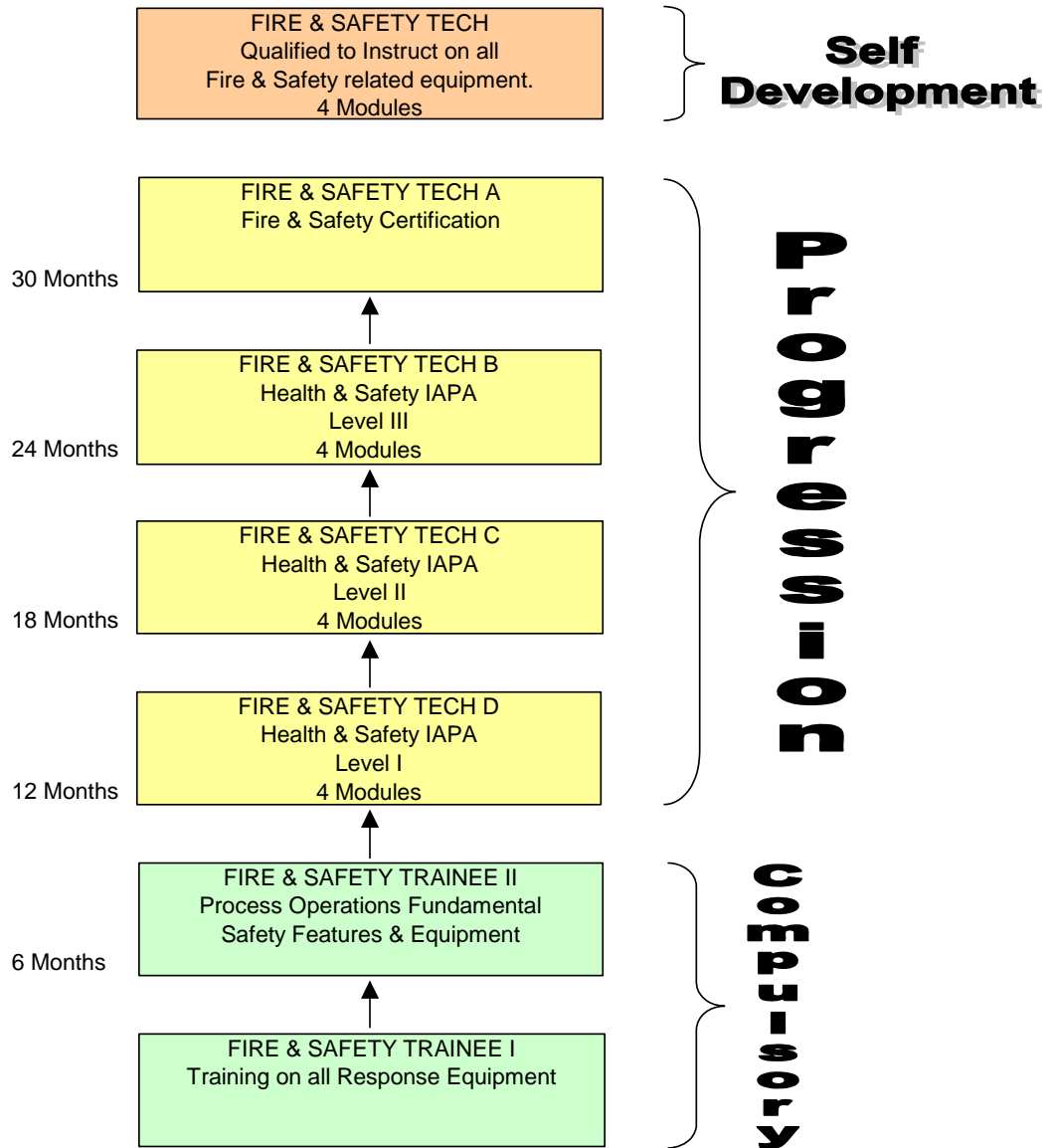
# APPENDIX I

## LABORATORY PROGRESSION PLAN



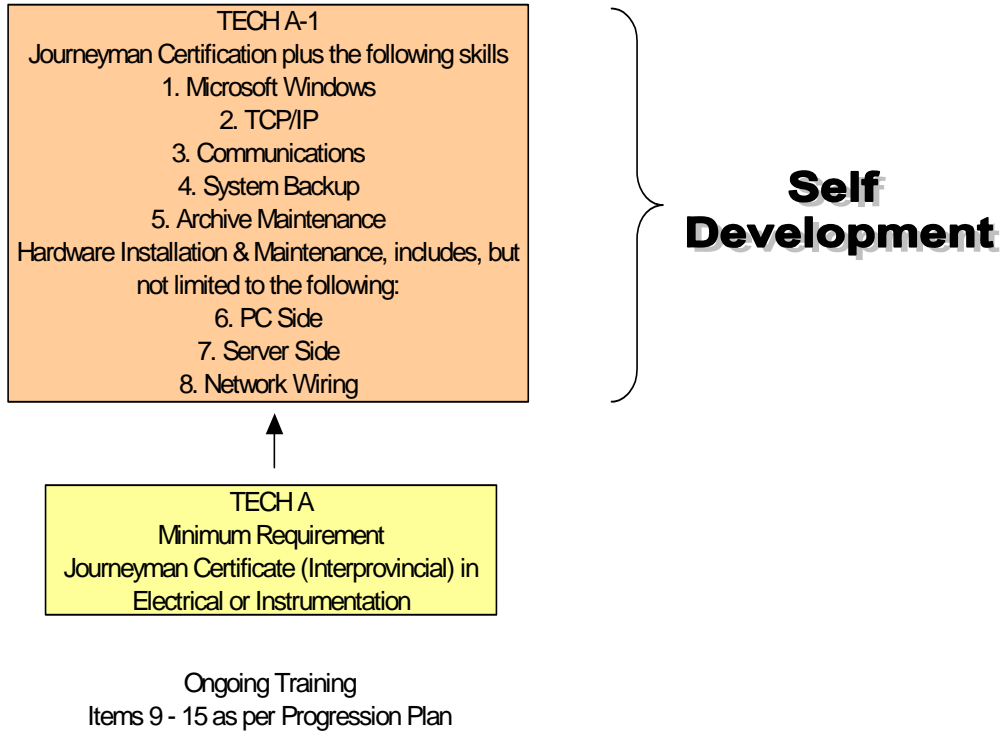
# APPENDIX I

## FIRE AND SAFETY PROGRESSION PLAN



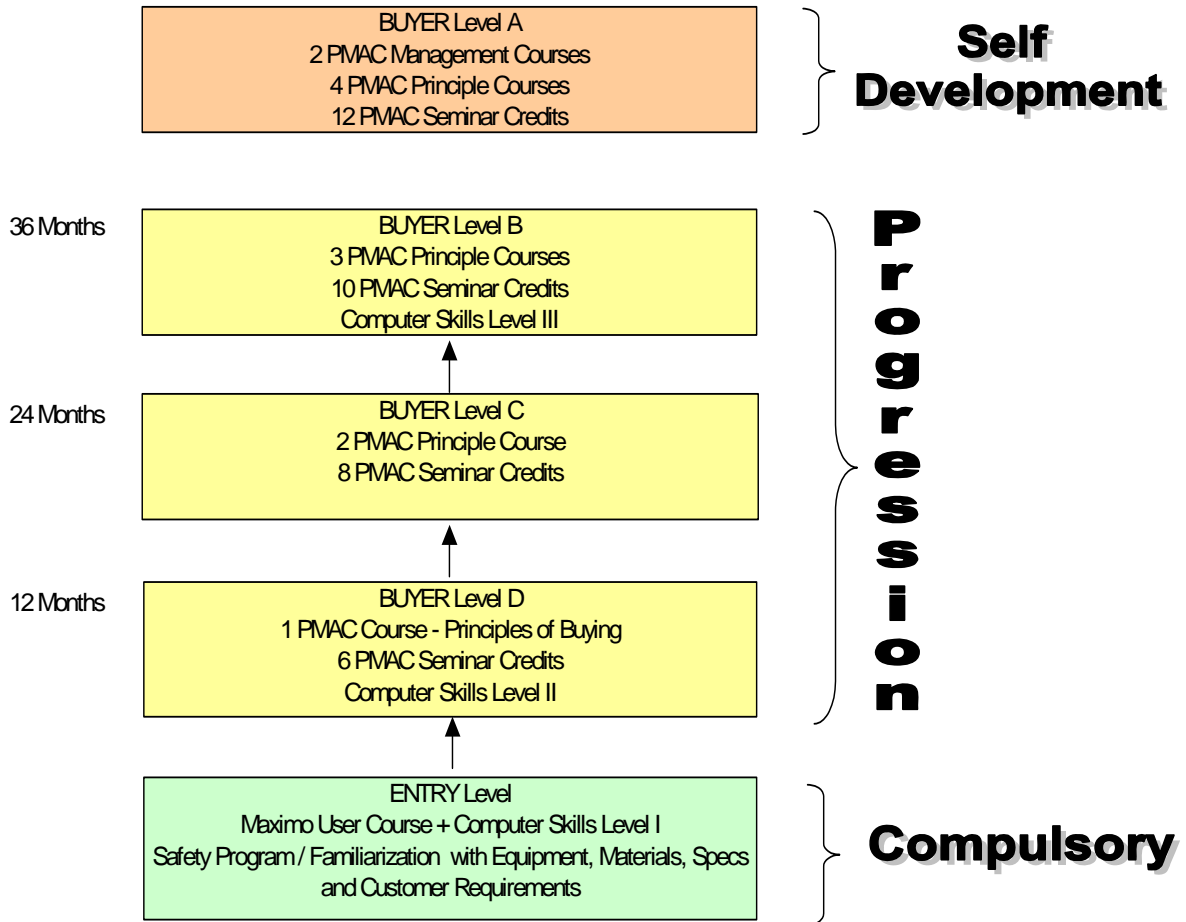
# APPENDIX I

## COMPUTER TECH PROGRESSION PLAN



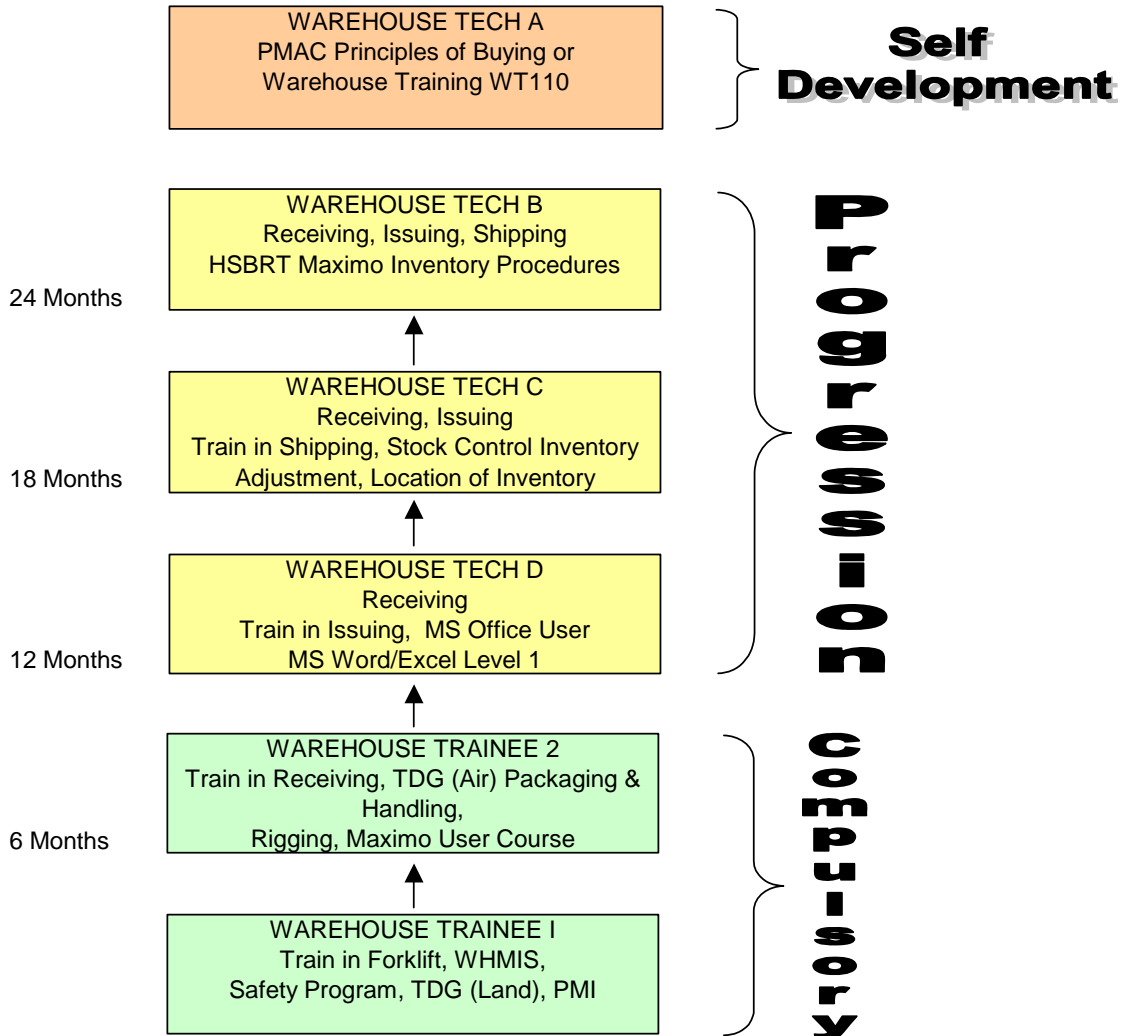
# APPENDIX I

## BUYER PROGRESSION PLAN



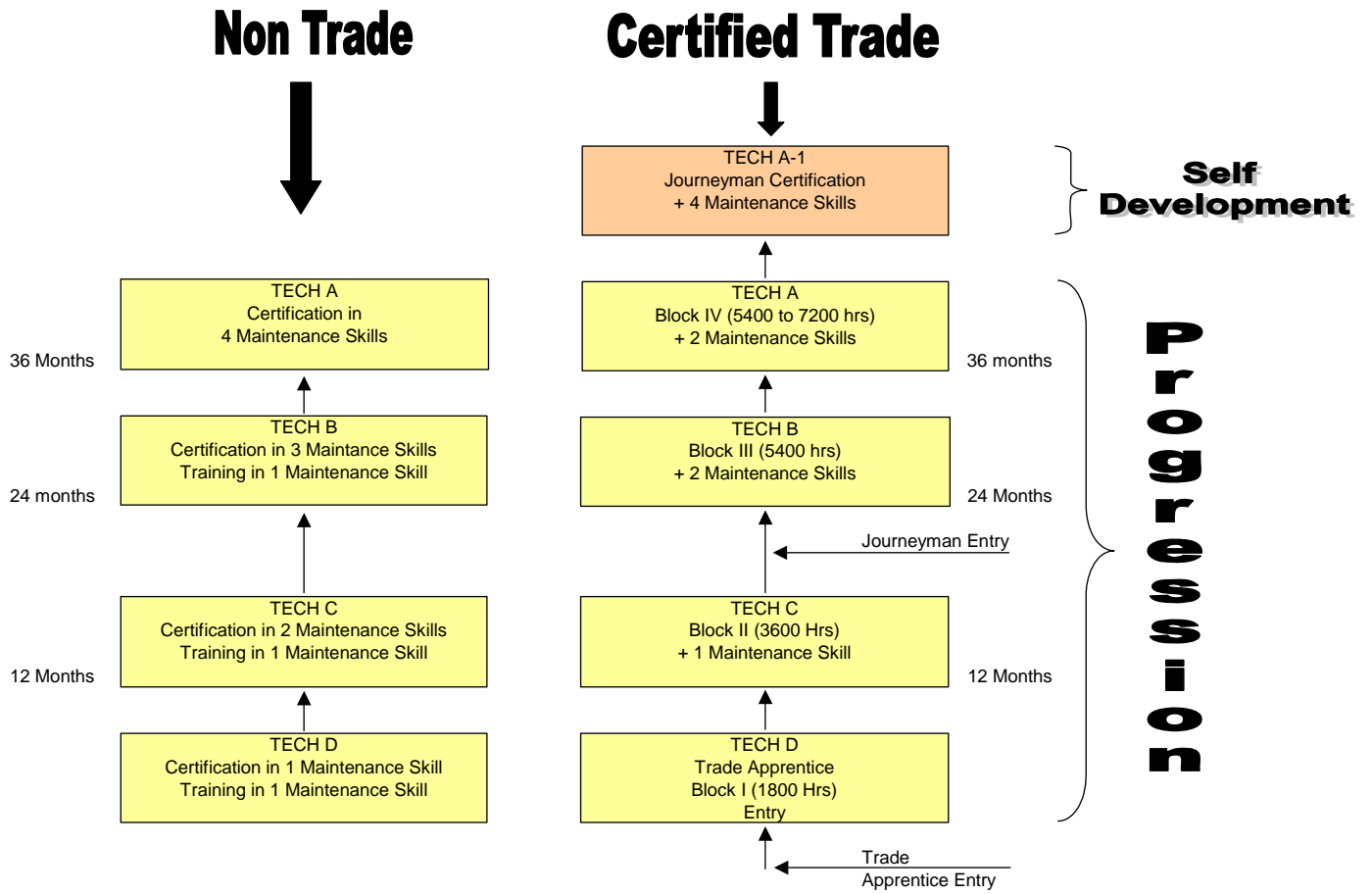
# APPENDIX I

## WAREHOUSE PROGRESSION PLAN



# APPENDIX I

## MAINTENANCE PROGRESSION PLAN







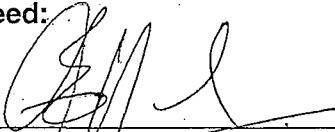
- for the part time employee's skill (primary or secondary) that he/she was hired for. For clarity, the last laid off with the employee's skill he/she was hired for will be the employee(s) from the part time seniority list.
6. While engaged under the contractor's applicable Building Trades collective agreement, a part time employee can only grieve under the NARL Collective Agreement application of this agreement. All other disputes must arise and be dealt with under the applicable Building Trades collective agreement. All other provisions of the NARL agreement would be suspended until a layoff occurred.
  7. Once released (laid off) by the contractor, the part time employee laid off will be eligible to be called by another or the same contractor establishing on NARL's site or hiring additional qualified employees, or NARL as provided for herein or in NARL's Collective Agreement, as the case may be. For clarity, when a part time employee is laid off by a contractor he/she will return to the out of work Part Time seniority list with the NARL collective agreement rights to bump a junior part time employee who may have been recalled and continues to work for NARL on the site. A part time employee cannot bump, into or between contractors on the NARL site.
  8. Article 9.09 would apply to any part time employee who refuses a call to work at the Refinery whether by NARL or one of its on-site contractors subject only to item 3 above. For purposes of Article 8:11(6)(a)(b) work for a contractor on NARL site breaks the layoff period for the purposes of loss of seniority only.
  9. It is understood that Clauses 3.01, 3.02, 3.03, 3.04, and 3.05 continue to apply prior to contracts contemplated by this agreement.
  10. No part-time employees who obtain seniority on the part-time seniority list after May 31, 2011 shall be entitled to preference of hiring respecting refinery work projects by contractors until they have achieved 60 days of work from North Atlantic Refining Limited.
  11. Secondary skills as used in this Agreement means secondary skills for which the part-time employee holds Journeyman status or is a current registered apprentice, or requires Provincial Certifications to perform the job.
  12. Part-time employees who have been recalled to NARL have no rights to claim work with a contractor nor may they displace a junior part-time worker working with a contractor.
  13. Where a part time employee is terminated for misconduct by the contractor he/she will be returned to the out of work part time seniority list provided however that NARL may take disciplinary action including termination in relation to the misconduct where its interests are affected, subject to Article 7 of the NARL/USW collective agreement. Such disciplinary action may include suspension and/or discharge where the misconduct involves a breach of the safety, environment or general site rules. It is specifically understood that a part time employee while working for a contractor must comply with the safety, environment and general site rules of NARL whether working for NARL or a contractor.
  14. Should a part time employee quit employment with a contractor he/she shall not be placed upon the out of work part time seniority list until the earlier of the end of the contract he/she was hired for or the part time employee with the same skill

(primary or secondary) and more seniority is laid off or the last person with the same skill is laid off.

15. This agreement shall continue for the term of the new collective agreement and expire on December 30, 2014.
16. This agreement is in addition to and not in substitution for the existing understandings between the Local and NARL respecting the use of the Building Trades to perform work on the Refinery site.

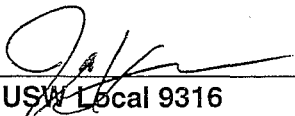
In accordance with these understandings of the parties all outstanding grievances filed over contracting out for or on behalf of part-time employees are settled and this understanding will apply to all new projects or portions of projects that go to tender after ratification of the new Collective Agreement.

Agreed:



For North Atlantic Refining

Agreed :



For USW Local 9316

Dated: July 14<sup>th</sup>, 2011