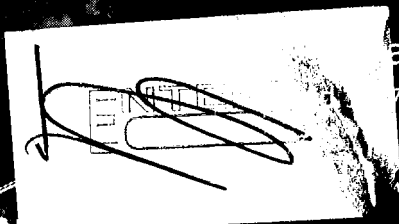


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TERM.	2001	03	01
No. OF EMPLOYEES	170		
NO. OF RE D. M. O. S.	LP		

Ag

BETWEEN

Sunoco Inc.
and
Sunoco Employees'
Bargaining Association
Sarnia Refinery



March 1
7-03-01



A Suncor Energy Company



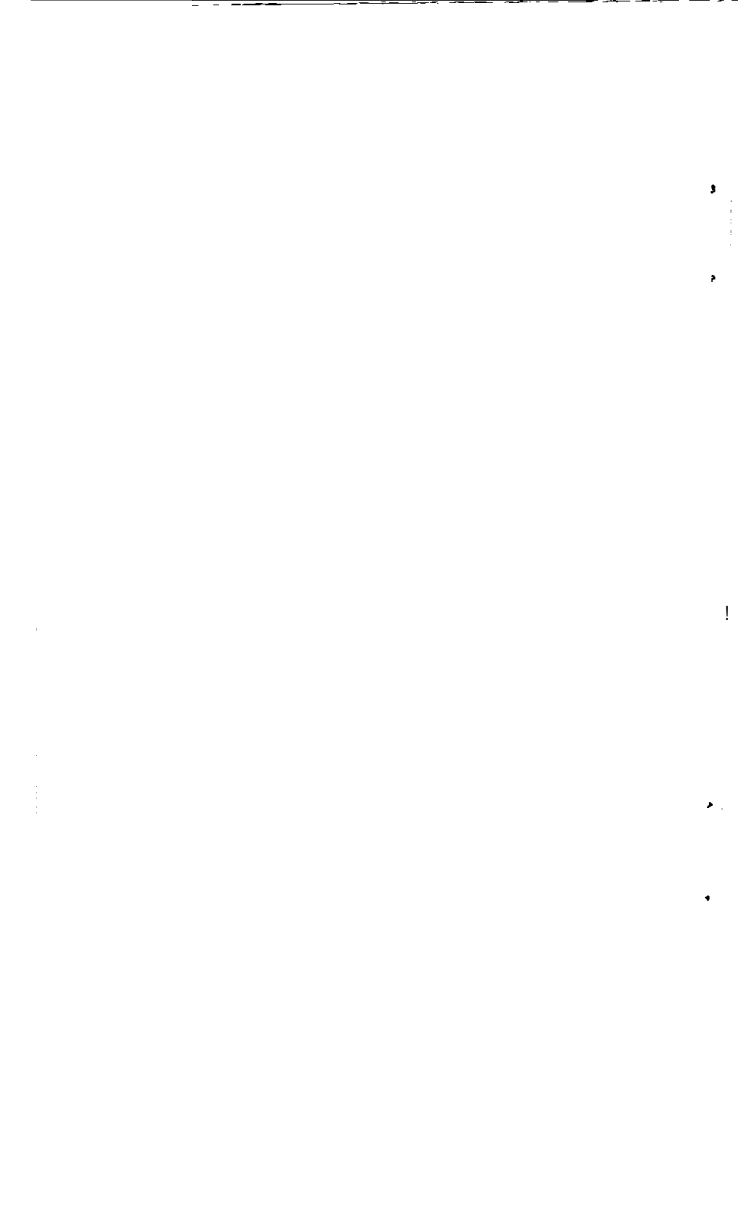


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Page 1

02329608

BARGAINING AGREEMENT

AGREEMENT made and entered into between **SUNOCO INC.** hereinafter referred to as the "Company" and **SUNOCO EMPLOYEES' BARGAINING ASSOCIATION, SARNIA REFINERY**, an unincorporated association representing employees in the positions designated in Salary Schedule "A" of the Sarnia Refinery hereinafter referred to as the "Association".

WITNESSETH: The parties hereto mutually agree as follows:

ARTICLE I Purpose

1.01 The purpose of this Agreement is to provide a means by which the parties can work together to support and communicate all matters of mutual interest to continuously improve the profitability of the Company, and the security and well being of its employees.

ARTICLE II Association Recognition and Security

2.01 The Company recognizes the Association as the exclusive collective bargaining agent for all employees, who have attained Association status, in the positions designated in Salary Schedule "A", hereinafter called "employees", in the Company's Sarnia Refinery. The Company and the Association agree that, except as hereinafter provided, no intimidation, no discrimination, no interference, and no restraint or coercion shall be exercised

against any employee by either of the parties to this Agreement or their representatives on account of such employee's membership or non-membership in the Association.

2.02 Any employee who is now a member of the Association and any employee who joins the Association after the probationary period of six (6) months, shall maintain membership in the Association for the duration of this Agreement as a condition of employment.

2.03 The Company will deduct an amount equal to the regular monthly dues from the earnings of each employee who has completed six (6) months of continuous employment. Appropriated deductions will be made from the employee's earnings on a bi-weekly basis and the amounts deducted will be transmitted through the Treasurer of the Association following each pay period.

The Company will accept the certificate of any two (2) of the Chairperson, the Secretary and the Treasurer of the Association as to the amount of monthly dues payable by the employees covered by this Agreement. A certificate changing the amount of monthly dues shall be supplied to the Company at least three (3) weeks prior to the pay date on which the changed deduction is to be made.



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ARTICLE III Company Rights

3.01 It is agreed that it is the function of the Company to manage the Refinery, to direct the working force, to hire new employees, to promote and demote employees, to discipline, to suspend and discharge for just cause, to transfer and lay off employees because of lack of work, and to require employees to observe Company rules, regulations and instructions.

It is also the function of the Company to decide the number and locations of its plants, products to be manufactured, the methods and schedules of production including means and processes of manufacturing, personnel requirements, shift schedules and vacation schedules and discuss in advance with the Association any proposed changes in shift schedules and vacation schedules prior to their implementation.

ARTICLE IV Bargaining Committee

4.01 The Company shall recognize a Bargaining Committee composed of its employees, which shall be the Chairperson, first Vice-Chairperson, second Vice-Chairperson, third Vice-Chairperson, Secretary and Treasurer of the Association.

4.02 The Company shall allow members of the Bargaining Committee the necessary time off for meetings of the Bargaining Committee with the Company, as well as for special meetings of the Association.

4.03 The Company and the Bargaining Committee shall discuss all matters within the scope of this Agreement during the term of the Agreement, and each will co-operate with the other in the administration of this Agreement.

ARTICLE V Meetings and Minutes

5.01 Regular Meetings

Regular monthly meetings to discuss and settle matters falling within the scope of this Agreement shall be held between the Company representatives and the Bargaining Committee on the 2nd Thursday of each month at a time and place to be mutually agreed upon.

5.02 Special Meetings

A special meeting may be called by either party giving notice to the other party and shall be held at a mutually agreeable time and place.

5.03 Minutes of Meetings

Unsigned minutes of meetings provided for in this Article shall not constitute evidence of any understanding between the parties. Minutes, if signed by both parties, shall constitute understanding. Discussions agreed upon and given item numbers shall be added to the Agreement at the next rewrite.



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ARTICLE VI Discipline and Discharge

6.01 Level 1 Disciplinary Action

Notwithstanding any other provisions in this Article, when an employee is to be notified of Level 1 Disciplinary Action which is to be recorded on the employee's personnel file, the employee shall be represented by a Bargaining Committee representative unless the employee refuses representation in writing. Also, at the request of the employee, the personnel file will be disclosed and discussed jointly by the parties. However, the Association representatives may be excluded from the personnel file disclosure, if the employee prefers. Notification of disciplinary action must be done within thirty (30) days from the time the Company is made aware of the infraction.

6.02 Level 2 and Level 3 Disciplinary Action

Notwithstanding any other provisions in this Article, should the Company decide to issue a Level 2 or Level 3 Disciplinary Action, notification by the Company to such an employee shall only be made in the presence of the Chairperson or a Vice-Chairperson of the Bargaining Committee. Where an employee has been required to leave the premises previously the employee will be permitted to return to the Refinery at a time to be specified by the Company to receive notification in this matter but upon failure to return, the employee will be advised by registered mail, with a copy sent to the Chairperson of the Bargaining Committee. A

grievance against the discharge may be submitted as Step No. Two of the grievance procedure and for purposes only of applying Articles VI, VII and VIII hereof, "employee" shall include a discharged employee until the grievance is finally settled, upheld or dismissed. Notification of disciplinary action must be done within thirty (30) days from the time the Company is made aware of the infraction.

6.03 Newly Hired Probationary Employees

Notwithstanding anything herein contained the Company may terminate or discharge a new probationary employee who, in the Company's sole opinion, does not meet requirements.

ARTICLE VII Grievance Procedure

7.01 Any grievance which arises between the Company and the employees covered by this Agreement, shall be handled as hereinafter provided.

7.02 Step One

An employee may submit a grievance in writing, by submitting such grievance within nine (9) working days of the subject matter of the grievance coming to the attention of the employee, or a member of the Bargaining Committee, to the employee's



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Department Director. Any grievance so submitted should include reference to the particular provisions in this Agreement which have been allegedly violated and should be signed by the party or parties aggrieved. If the grievance is submitted by the employee, the employee may do so alone or with the employee's chosen member of the Bargaining Committee as the employee's representative. If the Department Director so requires, a meeting between persons designated by the Company and the employees designated by the Bargaining Committee, may be arranged at a time mutually agreed upon. In case of any doubt as to which Department Director is affected, the grievance shall be submitted to the Vice President Refining who shall forward it to the appropriate Director. The Department Director shall render a decision in writing to the person submitting the grievance within nine (9) working days of the submission of the grievance.

7.03 Step Two

If the decision rendered by the Department Director and/or reached at the meeting referred to in Article 7.02 is not satisfactory to the employee or to the Bargaining Committee, the employee or the Bargaining Committee may submit the grievance in writing within nine (9) working days to the Vice President Refining who shall render a decision in writing within nine (9) working days. If the Vice President Refining requires a meeting between employees designated by the Company and by

the Bargaining Committee, it may be arranged at a time mutually agreed upon,

7.04 Where an employee or group of employees are the only employees concerned with a particular grievance, they will be permitted by the Company to attend any or all of the aforesaid meetings.

7.05 Arbitration

If the decision rendered in writing by the Vice President Refining referred to in Article 7.03 is not satisfactory to the employee or the Bargaining Committee, the employee or the Bargaining Committee may submit the matter to arbitration as provided in Article VIII hereof, in writing within sixty (60) working days.

7.06 Company / Association Grievances

Any matter or question covered by this Agreement arising between the Company and the Association may be submitted in writing by either party as Step No. Two of the grievance procedure which shall be read and construed with the necessary changes. Any such matter or question may be submitted by the Company to the Chairperson or the first Vice-Chairperson of the Bargaining Committee.



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7.07 All grievances will be dealt with on their own merit and without prejudice.

7.08 Any of the time limits specified in this Article may be extended by mutual agreement in writing between the Company and the Bargaining Committee.

ARTICLE VIII Arbitration

8.01 Any matter which has been carried through the prescribed steps of the Grievance Procedure outlined in Article VII and which has not been settled may be referred to a single Arbitrator at the written request of either of the parties hereto delivered to the other.

8.02 A grievance referred to arbitration will be heard by a single Arbitrator. Whichever party requests that the matter be referred to arbitration must include in its written request a suggestion as to a person to serve as Arbitrator. Whichever party is responding shall respond within ten (10) working days either agreeing to the other party's proposed Arbitrator or suggesting alternative Arbitrators. If the parties cannot agree on an Arbitrator within thirty (30) days of the referral to arbitration, either party may request the Minister of Labour for the Province of Ontario to appoint a single Arbitrator.

8.03 At the request of the Arbitrator, the parties will make available witnesses to give oral or written evidence on oath, whichever evidence in the Arbitrator's opinion, is relevant to the determination of the matters in issue.

8.04 The decision of the Arbitrator shall be binding upon both parties.

8.05 Each of the parties to this Agreement will equally bear the expense of the Arbitrator.

8.06 The Arbitrator shall not have any authority to make any decision which is inconsistent with the terms of this Agreement, nor to add or amend any of the terms of this Agreement. The jurisdiction of the Arbitrator shall be strictly confined to dealing with the issue in dispute between the parties, as outlined in the notice of intention to proceed to arbitration.

8.07 Any of the time limits specified in this Article may be extended by mutual agreement in writing between the Company and the Bargaining Committee.

ARTICLE IX No Strike or Lockout

9.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Association agrees that, during the life of this Agreement, there will be no strike, slowdown or stoppage of work, either complete or partial, and the Company agrees that there will be no lockout.



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ARTICLE X Vacations

10.01 Eligibility and Length of vacations

All employees will be granted annual vacations with pay as follows:

- In the year of hire an employee will be granted a pro-rated vacation based on the number of full months remaining in the calendar year and against a 3 week annual entitlement.
- Beginning in the calendar year in which an employee's

1st Anniversary falls 3 weeks vacation

10th Anniversary falls 4 weeks vacation

19th Anniversary falls 5 weeks vacation

25th Anniversary falls 6 weeks vacation

For the purpose of this Article, a week shall consist of the regular scheduled five (5) working days in the case of Day Workers, and forty (40) working hours in the case of Shift Workers.

10.02 Vacation Accumulation

Consideration will be given to requests by employees to postpone vacation in excess of two (2) weeks to a maximum of three (3) weeks to the succeeding year. The postponed vacation, together with all vacation to which the employee is entitled in the succeeding year must be taken in the succeeding year. If the privilege is granted, then the total vacation in the succeeding year must be taken at a time when it will not unduly affect selection of vacations for other employees, and with adequate consideration to the efficient

operation of the Department. Additionally, an employee may elect to bank a maximum of two (2) weeks of vacation for an indefinite period. These weeks may remain in the bank from year to year to be used at the discretion of the employee. At no time can banked vacation exceed two (2) weeks. Carryover, or banked vacation, will be booked after present year vacation, Statutory Holidays and PTO Days have been scheduled.

10.03 Timing of Vacation

The preference of the employee will be given consideration where possible, but vacation must be scheduled at such a time when the efficient operation of the Department concerned will not be impaired.

An employee may take vacation all at one time, or, if an employee has reasons for dividing the vacation on a weekly basis, this may be done, provided such can be done without interference in the efficient operation of the Department concerned.



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For shift employees there shall be three (3) vacation periods:

- Spring March 2 - June 15
- Summer June 16 - September 15
- Fall September 16 - December 31

All 12 hour rotating shift employees shall be assigned to one (1) of the three (3) groups and these groups will rotate progressively from year to year as to the period in which their vacation priority will take place.

The January 1 to March 1 period will be available to all shift employees regardless of their priority.

10.04 Holidays Falling Within Vacation

In those instances where a Holiday (as defined under Article 11.01) falls within a vacation period, non-shift employees shall be given comparable time off.

10.05 Disability During Vacation

In the event of employee disability during scheduled vacation, the Company will give consideration to extending or rescheduling that part of the vacation period during which the employee was disabled.

10.06 Resignation, Discharge, or Lay-Off

Resigning employees hired prior to January 1, 1979 giving adequate notice (generally two (2) weeks) or being laid off for lack of work or through no fault of their own, shall be entitled to receive the same vacation allowance they would

have received had they remained on the payroll for the entire calendar year, If the termination date of any such employee is subsequent to that employee's anniversary date in that year, the employee shall, in addition, be entitled to a pro-rata vacation allowance based on the time worked subsequent to the anniversary date at the rate the employee would have received had the employee continued to work for an entire year.

Resigning employees hired subsequent to January 1, 1979 having given adequate notice (generally two (2) weeks) or being laid off for lack of work, or through no fault of their own, shall be entitled to a pro-rata vacation allowance based on the time worked during their final year of employment.

Employees who are discharged for just cause, or who resign without giving adequate notice, or whose services are terminated with less than one (1) year's continuous service are entitled to the minimum vacation allowance required by prevailing provincial legislation.

10.07 Vacation Pay

Employees will receive regular salary. Employees going on vacation may draw in advance the money earned up to the beginning of their vacation, and in addition,



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their normal net pay for the period of vacation. Request for this vacation pay must be made through the local Human Resources Department at least three (3) weeks prior to start of vacation.

ARTICLE XI Recognized and Statutory Holidays

11.01 The following Holidays will be recognized in the Sarnia Refinery:

- New Year's Day
- Good Friday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day
- 2 Additional Days

11.02 Eligibility

New employees or employees terminating service with the Company are entitled to a proportional number of Holidays based on 11/12 of a day for each month of service in the current year in which they begin or terminate service.

Employees working on rotating shifts would be entitled to eighty-eight (88) hours off for a full calendar year of service which is the equivalent of eleven (11) 8-hour work days. All other employees are entitled to Holidays as they are held.

When an employee is not on **active** duty, due to illness, injury, or other reasons, excluding normal vacation, the employee is regarded as having had the Holiday off. In the case of shift employees, the number of Holidays in any calendar year, to which the employee is **entitled**, will be governed by the proportion of the said calendar year during which the employee was actively on the job.

11.03 In the event that an employee (day worker) is required to work during the Holiday, or if it falls on a weekend, the employee will be given a regularly scheduled workday off and in addition will receive one and one half (1-1/2) hours back for every hour worked. Where possible the preference of the employee will be given consideration.

11.04 Vacation shall be given preference over requests for Holidays, during the normal vacation periods for the employees concerned.



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ARTICLE XII Personal Time Off (PTO's)

12.01 Eligibility

Day workers will receive time off credit of one (1) 8-hour day for each three (3) weeks of active service.

Shift workers on 12-hour rotating shifts will receive time off credit of one (1) 12-hour day for each month of active service.

Shift workers hired prior to January 1, 1989 are entitled to an additional 108 hours per calendar year (bought-back time). Shift workers hired after January 1, 1989 are entitled to an additional 84 hours per calendar year.

Where an employee is not on active duty, excluding normal vacation, the amount of time off in any calendar year will be governed by the proportion of the said calendar year during which the employee was actively on the job.

12.02 Vacations, recognized and Statutory Holidays, shall be given preference over requests for Personal Time Off (PTO's) during the normal vacation periods for the employees concerned.

ARTICLE XIII Reduction in Workforce

13.01 In the event of changes in the Refinery, which, in the opinion of the Company, will involve the reduction of the workforce, the Company will:

notify the Bargaining Committee four (4) months in advance of the reductions in the affected Refinery Department(s);

meet with the Bargaining Committee to discuss the impact of the changes;

give notice (or termination pay in lieu thereof) to affected employees at the rate of one and half (1 1/2) weeks per year of service to a maximum of twelve (12) weeks, in accordance with:

<u>Employees' Length of Service</u>	<u>Length of Notice</u>
0-1 year	1.5 weeks
1-2 years	3 weeks
2-3 years	4.5 weeks
3-4 years	6 weeks
4-5 years	7.5 weeks
5-6 years	9 weeks
6-7 years	10.5 weeks
7 + years	12 weeks

13.02 If reductions in a Refinery Department cannot be achieved through attrition, temporary and probationary employees (who have not attained Association status] in the affected Refinery Department will be terminated prior to permanent employees.



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13.03 In the event the Company decides to terminate permanent employees in a Refinery Department, the following criteria will be used by the Company to decide which employees will be terminated:

- 1) Employee work performance as documented in performance appraisals.
- 2) Employee skills / ability as documented in performance appraisals.
- 3) Skills required in the Department to perform work remaining after reductions.

If the above criteria are insufficient to distinguish between employees, then length of service will be the determining factor in terminations.

13.04 Any employee subject to termination under Article 13.03 will be given the opportunity to transfer, on a probationary basis, to another Refinery Department where there is a vacancy, if the employee meets the minimum requirements for the position. A position shall not be considered vacant if held by a probationary employee. Minimum requirements will be the same criteria used when filling the position with a new hire. An employee in this situation will receive the same training as a newly hired probationary employee in this position, and must satisfactorily complete the six month probationary period before being permanently transferred to the position.

Such employees will have their base rate of pay plus 5.40% overtime compensation maintained until permanent transfer to the position at which time the rate of pay will be adjusted to reflect the position. In the event of transferring to a higher paid position the employee will receive at least the minimum rate of pay as designated by Salary Schedule "A".

13.05 If an employee subject to termination under Article 13.03 is not transferred as per Article 13.04 to a vacancy in another Refinery Department, the employee will receive notice as per Article 13.01 (or termination pay in lieu thereof) and severance pay as required by prevailing provincial legislation.

The foregoing shall not restrict the Company from being more generous if, in its sole opinion, circumstances warrant.

Employees receiving termination pay in lieu of notice thereof will have their benefits maintained for the same period had they stayed employed through the notice period.



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13.06 For the purpose of Article XIII Refinery Departments are:

Operations:

- Senior Area Technician
- Area Technician
- Area Technician Trainee
- Loader

Laboratory:

- Senior Product Technician (shift & days)
- Product Technician (shift & days)
- Product Technician Trainee (shift & days)

Storehouse:

- Senior Storehouse Technician (days)
- Storehouse Technician (days)
- Storehouse Technician Trainee (days)
- Senior Clerk

Instrumentation:

- Analyzer Specialist
- Control Technician - Phase 5, 4, 3, 2, 1

Clerical:

- Senior Clerk, Clerk I & II

Administration:

- Administrator

ARTICLE XIV Filling Positions

14.01 Vacancies

Vacancies in positions covered by Salary Schedule "A" shall be posted for a period of fourteen (14) days before being filled.

ARTICLE XV Permissible Absences

15.01 Funerals

In the case of funerals in the immediate family of the employee, the employee will be allowed his / her regular salary and to be absent from work for up to three (3) consecutive scheduled working days. "Immediate Family" shall be deemed as; any member of an employee's actual household, and the following relatives of the employee or spouse, even though not living in the employee's house:

1. Parents
2. Son and his wife
3. Daughter and her husband
4. Brother and his wife
5. Sister and her husband
6. Grandparents and Grandchildren

In instances not covered by the above, such as close relationships, individual consideration may be made by the Supervisor / Manager.



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If an employee attends the funeral of a member of his / her immediate family while on vacation, ~~the employee shall be granted~~, at a time mutually agreed upon, up to three (3) additional days off,

An employee requested to be a pallbearer on a working day will be granted a maximum of one (1) working day off.

15.02 Jury Duty

Employees are required to fulfil their work obligations when not required on the jury. In the case of 12-hour shifts and the employee is scheduled on day shift, the employee would report to work when released from jury duty for that day. In the case of an employee scheduled on night shift, the employee would fulfil shift obligation until midnight if required to report for jury duty on the following morning.

ARTICLE XVI Shift Changes

16.01 Permanent Change of Shift

It shall be considered a permanent change of shift when an employee is changed from one crew to another crew without indication from the Company that the employee will return to the original crew.

Operating shift employees required to make a permanent change from one shift crew to another, will receive time off for any time worked in excess of the normal twelve (12) 12-hour shifts worked in any twenty-four (24) day cycle. The twenty-four (24) day cycle shall be determined by

the 12-hour shift schedule and being any twenty-four (24) consecutive calendar days starting from the left hand column of the current shift schedule.

The 1999 shift schedule shall form the basis for the starting point and future shift schedules shall follow on to maintain the same cycle pattern as the 1999 shift schedule.

The 1999 shift schedule establishes that on 1999-01-08 the crews were working as follows:

"A" Crew - On the first of three (3) day shifts
(07:00 - 19:00 hours]

"B" Crew - On the first of three (3) days off after completing the last of three (3) night shifts

"C" Crew - On the first of three (3) night shifts
(19:00 - 07:00 hours)

"D" Crew - On the first of three (3) days off after completing the last of three (3) day shifts

Laboratory shift employees required to make a permanent shift change will receive time off for any time worked in excess of regularly scheduled hours, as determined by the reference schedule.

Permanent shift changes will not be made which will result in an employee working more than ten (10) consecutive calendar days while on 8-hour shifts or more than six (6) consecutive



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calendar days while on 12-hour shifts. This shall not be construed as a precedent for working conditions under other circumstances.

16.02 Temporary Change of Shift

When an employee is transferred from one shift crew to another shift crew temporarily, and will return to the original crew after this temporary period, the scheduled hours of work for that period shall remain the same as if the original schedule had been worked.

Should a shift employee accept temporary assignment to day work, taking into consideration the difference in normal schedules, the employee's scheduled hours should again remain essentially the same during the temporary period as if the original schedule had been worked.

16.03 Mutual Change of Shift

Mutual changes of shift between employees, who are of essentially equal competence in the jobs involved, will be permitted. Unit Managers will be informed of mutuals arranged.

ARTICLE XVII Continuous Service

17.01 Definition

Continuous service shall be defined as the accumulated service credited to an employee.

17.02 Accumulation

Service credits for all regular full time employees begins with date of employment and accumulates where there is no break in service.

Service held prior to a break is immediately credited in the event of re-employment with the Company as a regular full time employee, provided the reason for the break in service was for one of the following reasons:

- Resignation because of family move.
- Resignation to get married.
- Resignation for personal reasons.
- Resignation to return to school.
- Resignation because of pregnancy.
- Resignation because of transfer to a Corporate Family Company at Company request.
- Lay-off for lack of work.
- End of part-time employment.
- Employment terminated because of disability.
- Reinstatement of an employee following an arbitration decision.

The following circumstances do not constitute a break in service.

- Interruption of work of less than thirty (30) days.
- All leaves of absence.
- A period of lay-off of six (6) months or less if the employee is recalled within such a period.



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17.03 Probationary Employees

A new employee shall be considered probationary for the first six (6) months continuous service. After six (6) months continuous service, a probationary employee's service shall be dated back to the date on which employment began. Entry dates to the various Benefit Plans will be calculated from date of employment.

17.04 Service Lists

The Company will maintain service lists showing the continuous service of each employee in the Association and shall make the lists available to the Bargaining Committee upon request.

ARTICLE XVIII Medical Examinations

18.01 The Company will provide periodic medical evaluations for all employees on the following basis:

- a) One examination annually for employees whose duties may cause them to come in contact with hazardous materials.
- b) Health risk assessments will be offered to all others on an annual basis. Appointments with the refinery physician will be arranged upon request.

The Company will designate a medical professional who will conduct the medical evaluation at no cost to the employee, and the Company shall pay for the services of the medical professional. Medical evaluations will be taken by employees during scheduled working hours at no loss of pay to the employee.

ARTICLE XIX Bulletin Boards

19.01 The Company will make available to the Association space on Bulletin Boards at various locations throughout the Refinery, including the Laboratory Building, Maintenance Office Area, Warehouse Area, Administration Building, and each Control Building, for the posting of Association notices.

ARTICLE XX Overtime

20.01 Definition

Overtime credits will be defined as that time worked in the Refinery or offsite as required and approved where such time is in excess of normal scheduled hours. It is the responsibility of the employees to report hours of overtime worked and reason to their immediate Supervisor / Manager.

20.02 Overtime Meals

The Company will provide a meal to an employee who is requested to work a minimum of one (1) hour past regular quitting time.

Employees required to work overtime shall be provided with meals.

The Company will provide lists of approved suppliers and menus.

Employees will order meals for themselves in a cost effective manner.



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20.03 Overtime for Operating Shift Employees on 12-hour Shift

Overtime work shall be performed by employees whenever necessary.

Four (4) operators, distributed across the plant, shall be on call at any one time. The above will be made up of one (1) person from Offsites, one (1) from Zone 1, one (1) from CB3, and one (1) from CB4.

Upon completion of their day shift, the group on call will be responsible for covering days on their first and second days off and nights on their third day off. Conversely, upon completion of their night shift, the group on call will be responsible for covering nights on their first and second days off, and days on their third day off.

It will be the responsibility of the employees to ensure that qualified personnel be on call.

It shall be the responsibility of the persons on call for the Day Shift to make themselves available between the hours of 05:00 and 07:00. Those on call for the Night Shift shall make themselves available between the hours of 17:00 and 19:00. It should be noted that "on call" does not necessarily mean at home, but does mean that the Unit Manager has been advised where the employee can be contacted by telephone.

Regardless of guidelines, at times it may be necessary to have people called in outside of the normal group to ensure that plant demand staffing is met.

Except in an emergency, no employee shall work more than sixteen (16) hours in a twenty-four (24) hour period.

A minimum of ~~two~~ (2) hours overtime will be credited for each call in.

20.04 Overtime Lists

Overtime lists shall be made available on request.

20.05 Overtime Transportation

When an employee is required to work overtime, and if no public transportation is available and the employee is unable to arrange transportation, then transportation will be supplied.

ARTICLE XXI Classifications, Salaries & Benefits

21.01 Classifications and salaries shall be in accordance with Salary Schedule "A" hereto.

21.02 Benefits

All employees covered by this Agreement shall be entitled to coverage under the following Benefit Plans, subject to the terms and conditions of the plans.



A Suncor Energy Company



- a) Salary Continuance
 - Sick Leave Plan
 - Long Term Disability
- b) Group Life Insurance / Survivor Income Plan
- c) Medical/ Hospital Plan
 - Supplementary Hospital Plan
 - Major Medical Insurance
- d) Suncor Pension Plan
- e) Educational Assistance Plan
- f) Suncor Scholarship Plan
- g) Travel Accident Plan
- h) Voluntary Accident Insurance Plan
- i) Suncor Savings Plan
- j) Dental Plan

All employees covered by this Agreement shall be entitled to coverage under the following government plans, subject to terms and conditions of the prevailing legislation.

- a) Employment Insurance
- b) Canada Pension Plan
- c) Workplace Safety Insurance Board

In any case where compensation is paid under the Workplace Safety and Insurance Act, or under any similar law, over and above medical expenses for a period with respect to which the Company has paid full salary to the employee, the compensation so received by the employee shall be paid by the employee to the Company.

ARTICLE XXII Work Aids

22.01 Dirty Work Clothing

The Company shall arrange for the laundering, minor repairing and cleaning of employee work clothes.

22.02 Gloves

The Company shall provide, as needed, a suitable pair of work gloves to employees working in areas requiring gloves.

22.03 Subsidies

The Company will provide subsidies for Safety Prescription Eyeglasses, Safety Footwear and Fire Retardant Garments. The amount of these individual subsidies will be as agreed to by the Company and Association in regularly scheduled meetings and announced in signed minutes.

ARTICLE XXIII Safety

23.01 The Company shall continue to make reasonable provisions for the Safety and Health of its employees during their hours of employment.

23.02 All employees have an obligation to abide by such safety rules as are published by the Company from time to time.



A Suncor Energy Company





23.03 All complaints or suggestions made for the betterment of Safety and Health conditions in the plant submitted to the Company shall be investigated.

ARTICLE XXIV Duration of Agreement

24.01 Duration

This Agreement shall remain in full force and effect from 1999-03-01 to 2001-03-01 and thereafter shall continue in effect for further periods of one year or until either party notifies the other party in writing giving sixty (60) days notice of intent to negotiate for a new Agreement prior to the expiration of any term. It is further provided that the Agreement may be extended by mutual consent of the parties during the negotiation period.

24.02 Negotiations

Negotiations with respect to a notice given under Article 24.01 hereof shall commence within thirty (30) days of said notice.

ARTICLE XXV Harassment

25.01 The Company and the Association recognize the right of all employees to work in an environment free from all forms of discrimination and personal harassment. All employees have a right to be treated with respect and dignity. All employees have a responsibility to treat others with respect and dignity.

Sunoco Inc. is committed to providing all employees with a harassment free working environment. Harassment will not be tolerated. Refer to Sarnia Refinery Policies 01 and 07.



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IN WITNESS WHEREOF the parties have caused these present to be executed.

SUNOCO INC. By:



K.F. Ball



G.J. Brine



B.D. Cater



W.W. Ferguson



R.C. Hyatt



L.M. Uniac

BARGAINING COMMITTEE By:



Chairperson, D.J. Mathers



First Vice, R.P. Haley



Second Vice, M. Beveridge



Third Vice, R.S. Short



Secretary, J.I. Armstrong



Treasurer, M.W. MacNeil

BASIS OF SALARY STRUCTURES

Compensation is paid as follows:

1. **Base Pay**

Compensation for normal scheduled hours.

2. **Overtime**

Compensation for work in excess of normal scheduled hours up to **55** additional hours equal to **5.4%** of base pay, or in case of Control Technicians / Analyzer Specialists compensation for work in excess of normal scheduled hours up to **80** additional hours per year equal to **8.2%** of base pay. If an employee works in excess of **55** hours overtime in any calendar year (**80** hours for Control Technicians / Analyzer Specialists) the Company will give the employee one and one half hours off with pay at the employee's regular rate for each excess hour of overtime worked.

3. **Holidays**

Compensation for work performed on recognized holidays equivalent to **8** hours premium for each of **11** days plus time for time worked minus **88** hours taken off, equal to **2.94%** of base pay.



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4. Shift Differential

Compensation for working shifts equivalent to 5% of base pay for hours worked between 16:00 hours and midnight, 6% of base pay for hours worked between midnight and 08:00 hours and 2% of base pay for hours worked between 08:00 and 16:00 hours equal to 4.34% of base pay.

5. 39.2 Hour Week

Compensation paid as a premium for difference between 37.3 hour week worked by day workers and 39.2 hour week worked by 12-hour rotating shift workers calculated at double time equal to 4.84% of base pay.

Basis for Salary Structures would thus be:

Day Workers:

Base pay for 1940 hours per year	100.00%
Overtime compensation for up to 55 additional hours per year	5.40%
Total Compensation.....	105.40%

Day Shift Workers:

Base pay for 1940 hours per year	100.00%
Overtime compensation for up to 55 additional hours per year	5.40%
Holiday compensation.....	2.94%
Shift differential.....	2.08%
Total Compensation	110.42%

Twelve Hour Shift Workers:

Base pay for 2040 hours per year (39.2 x 52).....	100.00%
Overtime compensation for up to 55 additional hours per year	5.40%
Holiday compensation	2.94%
Shift differential.....	4.34%
Compensation for 39.2 hour week	<u>4.84%</u>
Total Compensation	117.52%

Control Technicians / Analyzer Specialists:

Base pay for 1940 hours per year (37.3 x 52).....	100.00%
Overtime compensation for up to 80 additional hours per year	<u>8.20%</u>
Total Compensation	108.20%



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Effective 1999-03-01

Sunoco Inc., Sarnia Refinery - Salary Schedule A

	Annual Bottom	Annual Top
Senior Area Technician	67,535	
Area Technician	52,386	64,442
Area Technician Trainee	41,134	52,385
Loader	41,134	52,385
Senior Product Technician(shift)	59,506	64,177
Product Technician (shift)	50,433	59,505
Product Technician Trainee (shift)	43,424	50,432
Senior Product Technician (days)	56,798	61,256
Product Technician (days)	48,140	56,797
Product Technician Trainee (days)	38,965	48,139
Senior Technician [days]	53,289	61,238
Technician [days]	46,115	53,288
Technician Trainee (days)	38,965	46,114
Post 1994 November 03 Hires		
Senior Storehouse Technician	47,282	54,037
Storehouse Technician	40,529	47,281
Storehouse Technician Trainee	33,773	40,527
Analyzer Specialist	58,644	60,868
Control Technician - Phase 5	54,781	58,643
Control Technician - Phase 4	51,432	54,780
Control Technician - Phase 3	48,135	51,431
Control Technician - Phase 2	45,345	48,133
Control Technician - Phase 1	42,666	45,344
Senior Clerk	52,568	60,512
Clerk II	37,867	52,565
Clerk I	24,847	37,866
Post 1996 March 02 Hires		
Senior Clerk	42,616	52,451
Clerk II	32,782	42,616
Clerk I	26,225	32,782
Administrator	24,847	38,307