

# Collective Agreement

Between

Suncor Energy Products  
Partnership, Sarnia Refinery

and

Sunoco Employees'  
Bargaining Association



March 1, 2012 to February 28, 2015

02329 (12)

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## **BARGAINING AGREEMENT**

AGREEMENT made and entered into between Suncor Energy Products Partnership 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. Appropriate deductions will be made from the employee's earnings on a bi-weekly basis and the amounts deducted will be deposited directly into the Association's bank account once per month.

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.

## **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.

## **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. 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 (based on the work schedule of the grievor) 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 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, Sarnia Refinery 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 (based on the work schedule of the grievor) of the submission of the grievance. Where there is a general grievance, 9 working days shall be based on the work schedule of a day worker.

## 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 (based on the work schedule of the grievor) to the Vice President, Sarnia Refinery who shall render a decision in writing within nine (9) working days (based on the work schedule of the grievor). If the Vice President, Sarnia Refinery 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, Sarnia Refinery 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) calendar 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.

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 (based on the work schedule of the grievor) either agreeing to the other party's proposed Arbitrator or suggesting alternative Arbitrators. If the parties cannot agree on an Arbitrator within thirty (30) working days (based on the work schedule of the grievor) 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, which 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.

## **ARTICLE X Vacations**

### **10.01 Eligibility and Length of Vacations**

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

- a) 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.
- b) 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**

Vacation Accumulation: An employee may elect to bank a maximum of three (3) 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 three (3) weeks. 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.

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.

## **ARTICLE XI Recognized and Statutory Holidays**

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

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

### **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 overtime compensation either in the form of time back or pay as per the overtime guidelines. 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.

## **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 February 1, 1994 are entitled to an additional 108 hours per calendar year (bought-back time). Shift workers hired after February 1, 1994 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:

<b>Employees' Length of Service</b>	<b>Length of Notice</b>
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.

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 rate of pay 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.

13.06 For the purpose of Article XIII Refinery Departments are:

**Operations:**

Senior Area Technician  
Area Technician  
Area Technician Trainee

**Loader:**

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)

**Instrumentation:**

Control Technician - Phase 6, 5, 4, 3, 2, 1

**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) calendar 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 spouse
3. Daughter and her spouse
4. Brother and his spouse
5. Sister and her spouse
6. Grandparents and Grandchildren

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

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 2012 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 2012 shift schedule.

The 2012 shift schedule establishes that on 2012.01.11 the crews were working as follows:

- "A" Crew - On the first of three (3) day shifts (06:00 - 18:00 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 (18:00 - 06:00 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 calendar days while on 12-hour shifts. This shall not be construed as a precedent for working conditions under other circumstances.

## 16.02 **Mutual Change of Shift**

Mutual changes of shift between employees cannot create overtime. Managers will be informed of mutuals.

## **ARTICLE XVII Continuous Service**

### **17.01 Definition**

For the purposes of Article XIII, service is accrued from original date of hire. In the event someone leaves the Association, their new service date will be determined by the date they return to the Bargaining Unit.

### **17.02 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.

### **17.03 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 offer 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 space available to the Association 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**

- a) The Company will provide a meal to an employee who is requested to work a minimum of one (1) hour past regular quitting time.
- b) Employees required to work overtime on short notice (less than 12 hours notice) shall be provided with meals.



- c) The Company will provide lists of approved suppliers and menus.
- d) Employees will order meals for themselves in a cost effective manner.

20.03

**Overtime for Operating Shift Employees on 12-hour Shift**

- a) Overtime work shall be performed by employees whenever necessary.
- b) 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.
- c) 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.
- d) It will be the responsibility of the employees to ensure that qualified personnel be on call.
- e) 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 Manager has been advised where the employee can be contacted by telephone.
- f) 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.
- g) Except in an emergency, no employee shall work more than sixteen (16) hours in a twenty-four (24) hour period.

- h) 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) 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.

### 21.03 **Association Term Employees**

Individuals hired as Association Term employees to conduct work covered by this Agreement will remit permit fees to the Association as per the agreement in place. Term employee compensation will be administered within the Salary Schedule A rate structure for the position they are covering. Benefits and pension will not be provided, other than those required by legislation. Overtime provisions will be determined at the time of the request for staffing. Term employees will be ineligible for Association representation and status.

Individuals hired as Students conducting work covered by this Agreement will remit permit fees to the Association as per the agreement in place. Compensation will continue to be determined by Management. Benefits and pension will not be provided, other than those required by legislation. Student employees will be ineligible for Association representation and status.

The Loader position will be administered within the provisions of this article. Candidate selection will be at Management's discretion. Dependent upon the timing of the Term assignment, students will not be precluded from consideration.

The Contracting Out Letter of Understanding remains unchanged.

## **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.
- 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 2012-03-01 to 2015-02-28 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) calendar 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) calendar 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. Suncor Energy Products Partnership is committed to providing all employees with a harassment free working environment. Harassment will not be tolerated.

## **ARTICLE XXVI Stationary Engineer Tickets**

### **26.01 Third Class Stationary Engineer Tickets**

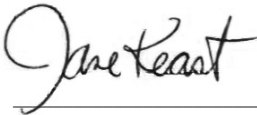
Process Operators (Area Technician Trainees, Area Technicians, Senior Area Technicians) are required to pass all 3rd Class ticket tests within 3 years of active service from date of hire. Offsites Operators (Area Technician Trainees, Area Technicians, Senior Area Technicians) are required to pass all 3rd Class ticket tests within 3 years of moving to a Process unit area.

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

Suncor Energy Products  
Partnership By:



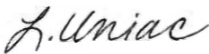
Mark Hiseler



Jane Keast



Kate Callaghan



Lorena Uniac

Bargaining Committee By:



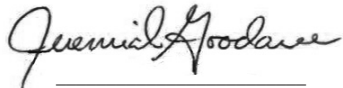
Chairperson, Dave Mathers



First Vice, Dan Adams




Second Vice, Tom Kirkland



Third Vice, Jeremiah Goodacre



Secretary, Jamie Coleman



Treasurer, Tony Correia

## BASIS OF SALARY STRUCTURES

Compensation is paid as follows for employees:

### 1. **Base Pay**

Compensation for normal scheduled hours = 100%.

### 2. **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.

- Day Shift Employees = 2.94%
- 12 Hour Shift Employees = 2.94%

### 3. **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

- Dayworkers = 0%
- Day Shift Employees = 2.08% of base pay
- 12 Hour Shift Employees = 4.34% of base pay
- Loader Shift Employees = 4.44% of base pay

### 4. **Grandfathered Prepaid Overtime**

(hire date before March 1, 2002)

- 5.4% of base pay
- 8.2% of base pay for control technicians only



5. **39.2 Hour Week Adjustment**

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.



## Suncor Energy Products Partnership, Sarnia Refinery Salary Schedule A

<b>Effective 2012-03-01</b>	<b>Annual Bottom</b>	<b>Annual Top</b>
<u>Hire Date Prior to 2002-03-01 (*exceptions see next page)</u>		
Senior Area Technician		106,100
Area Technician	82,301	101,238
Area Technician Trainee	65,198	82,299
Loader	67,322	85,736
Senior Product Technician (shift)	93,484	100,822
Product Technician (shift)	79,231	93,483
Product Technician Trainee (shift)	68,220	79,229
Senior Product Technician (days)	89,232	96,234
Product Technician (days)	75,629	89,229
Product Technician Trainee (days)	61,218	75,628
Senior Storehouse Technician	83,718	96,206
Storehouse Technician	72,449	83,717
Storehouse Technician Trainee	61,218	72,446
Control Technician - Phase 6	92,131	95,625
Control Technician - Phase 5	86,062	92,129
Control Technician - Phase 4	80,801	86,059
Control Technician - Phase 3	75,622	80,800
Control Technician - Phase 2	71,239	75,619
Control Technician - Phase 1	67,030	71,236
Administrator	39,037	60,183

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**Hire Date On or After 2002-Mar-01 (\*exceptions)**

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Senior Area Technician		101,465
Area Technician	78,707	96,817
Area Technician Trainee	65,351	78,704
Loader	64,012	81,520

**\* Hire Date On or After 2001-Mar-01**

<i>Senior Product Technician (shift)</i>	88,912	93,089
Product Technician (shift)	75,354	88,911
Product Technician Trainee (shift)	64,886	75,354
<i>Senior Product Technician (days)</i>	84,659	88,510
Product Technician (days)	71,756	84,657
Product Technician Trainee (days)	58,079	71,755

**\* Hire Date On or After 1994-Nov-03**

<i>Senior Storehouse Technician</i>	70,478	80,545
<i>Storehouse Technician</i>	60,412	70,475
<i>Storehouse Technician Trainee</i>	50,340	60,411
Control Technician - Phase 6	85,148	88,376
Control Technician - Phase 5	79,538	85,147
Control Technician - Phase 4	74,678	79,537
Control Technician - Phase 3	69,890	74,676
Control Technician - Phase 2	65,841	69,888
Control Technician - Phase 1	61,950	65,838
Administrator	37,037	57,100

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# Suncor Energy Products Partnership, Sarnia Refinery Salary Schedule A

<b>Effective 2013-03-01</b>	<b>Annual Bottom</b>	<b>Annual Top</b>
<u>Hire Date Prior to 2002-03-01 (*exceptions see next page)</u>		
Senior Area Technician		109,283
Area Technician	84,771	104,276
Area Technician Trainee	67,154	84,768
Loader	69,342	88,309
Senior Product Technician (shift)	96,289	103,847
Product Technician (shift)	81,608	96,288
Product Technician Trainee (shift)	70,267	81,606
Senior Product Technician (days)	91,909	99,122
Product Technician (days)	77,898	91,906
Product Technician Trainee (days)	63,055	77,897
Senior Storehouse Technician	86,230	99,093
Storehouse Technician	74,623	86,229
Storehouse Technician Trainee	63,055	74,620
Control Technician - Phase 6	94,895	98,494
Control Technician - Phase 5	88,644	94,893
Control Technician - Phase 4	83,226	88,641
Control Technician - Phase 3	77,891	83,224
Control Technician - Phase 2	73,377	77,888
Control Technician - Phase 1	69,041	73,374
Administrator	40,209	61,989

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**Hire Date On or After 2002-Mar-01 (\*exceptions)**

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Senior Area Technician		104,509
Area Technician	81,069	99,722
Area Technician Trainee	67,312	81,066
Loader	65,933	83,966

**\* Hire Date On or After 2001-Mar-01**

<i>Senior Product Technician (shift)</i>	91,580	95,882
Product Technician (shift)	77,615	91,579
Product Technician Trainee (shift)	66,833	77,615
<i>Senior Product Technician (days)</i>	87,199	91,166
Product Technician (days)	73,909	87,197
Product Technician Trainee (days)	59,822	73,908

**\* Hire Date On or After 1994-Nov-03**

<i>Senior Storehouse Technician</i>	72,593	82,962
<i>Storehouse Technician</i>	62,225	72,590
<i>Storehouse Technician Trainee</i>	51,851	62,224
Control Technician - Phase 6	87,703	91,028
Control Technician - Phase 5	81,925	87,702
Control Technician - Phase 4	76,919	81,924
Control Technician - Phase 3	71,987	76,917
Control Technician - Phase 2	67,817	71,985
Control Technician - Phase 1	63,809	67,814
Administrator	38,149	58,813

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# Suncor Energy Products Partnership, Sarnia Refinery Salary Schedule A

<b>Effective 2014-03-01</b>	<b>Annual Bottom</b>	<b>Annual Top</b>
<hr/> <i>Hire Date Prior to 2002-03-01 (*exceptions see next page)</i> <hr/>		
Senior Area Technician		112,835
Area Technician	87,527	107,665
Area Technician Trainee	69,337	87,523
Loader	71,596	91,180
Senior Product Technician (shift)	99,419	107,223
Product Technician (shift)	84,261	99,418
Product Technician Trainee (shift)	72,551	84,259
Senior Product Technician (days)	94,897	102,344
Product Technician (days)	80,430	94,893
Product Technician Trainee (days)	65,105	80,429
Senior Storehouse Technician	89,033	102,314
Storehouse Technician	77,049	89,032
Storehouse Technician Trainee	65,105	77,046
Control Technician - Phase 6	97,980	101,696
Control Technician - Phase 5	91,525	97,978
Control Technician - Phase 4	85,931	91,522
Control Technician - Phase 3	80,423	85,929
Control Technician - Phase 2	75,762	80,420
Control Technician - Phase 1	71,285	75,759
Administrator	41,516	64,004

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**Hire Date On or After 2002-Mar-01 (\*exceptions)**

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Senior Area Technician		107,906
Area Technician	83,704	102,963
Area Technician Trainee	69,500	83,701
Loader	68,076	86,695

**\* Hire Date On or After 2001-Mar-01**

<i>Senior Product Technician (shift)</i>	94,557	98,999
Product Technician (shift)	80,138	94,556
Product Technician Trainee (shift)	69,006	80,138
<i>Senior Product Technician (days)</i>	90,033	94,129
Product Technician (days)	76,312	90,031
Product Technician Trainee (days)	61,767	76,311

**\* Hire Date On or After 1994-Nov-03**

<i>Senior Storehouse Technician</i>	74,953	85,659
<i>Storehouse Technician</i>	64,248	74,950
<i>Storehouse Technician Trainee</i>	53,537	64,247
Control Technician - Phase 6	90,554	93,987
Control Technician - Phase 5	84,588	90,553
Control Technician - Phase 4	79,419	84,587
Control Technician - Phase 3	74,327	79,417
Control Technician - Phase 2	70,022	74,325
Control Technician - Phase 1	65,883	70,018
Administrator	39,389	60,725

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# 2012

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