

## **MEMORANDUM OF SETTLEMENT**

Between

**COMMUNICATIONS ENERGY & PAPERWORKERS UNION**  
**Local 593**

Hereinafter referred to as "The Union"

and

**PETRO-CANADA**  
**Lubricants Centre**

Hereinafter referred to as the "Company"

The parties agree to the terms of this Memorandum as constituting the basis for full and final settlement of the terms of the Collective Agreement between the Union and the Company.

This memorandum is understood to include the National Memorandum of Settlement except as specifically modified herein. In the event of any conflict between the National Memorandum and this Memorandum of Settlement plus the attached Appendix I, the terms of this Memorandum and Appendix I shall prevail.

The undersigned representatives of both the Company and the Union agree to recommend to their respective principals, this Memorandum of Settlement as follows:

- 1. The effective date of the new collective agreement and the date for the first year wage and shift differential increase shall be the date of ratification of this Memorandum of Settlement.**
- 2. No term of this Memorandum of Settlement or the resulting collective agreement shall be retroactive or operate prior to its date of ratification.**
- 3. All vacation, time off, pension and benefit entitlements, or other benefit entitlements that are service-driven will be prorated by the length of time on strike.**
- 4. Progression Periods will be adjusted by the length of time on strike.**
- 5. The Union agrees that employees shall not engage in any form of refusal to attend work, work refusal, work stoppage, or slowdown, whether concerted or otherwise, or any form of strike activity, upon their return to work.**
- 6. The Union shall immediately withdraw its complaints before the Ontario Labour Relations Board in OLRB Files 0759-01-U, 0760-01-U, 0809-01-M, 1021-01-U and 1579-01-U. The Union shall use its best efforts to request that any Co-applicant in any of these matters also withdraw their complaints. This Memorandum of Settlement shall be contingent upon and shall not be effective until all Applicants have withdrawn their complaints in the matters noted in this paragraph. The Union further agrees that the allegations filed in support of such complaints shall not be relied upon in any subsequent proceeding.**
- 7. The Company and the Union agree that the actions commenced by Petro-Canada against named defendants, in relation to which Petro-Canada sought injunctive relief during the strike, will be dismissed on consent and without costs.**
- 8. The attached Appendix I – *Collective Bargaining Agreement Between Petro-Canada, Lubricants Centre and Communications, Energy and Paperworkers Union Local 593* is incorporated herein as part of this Memorandum of Settlement.**

Signed at Oakville, Ontario this 20th day of September, 2001.

**For the Union**

**For the Company**

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B. Richard

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R. Augustine

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G. Bennink

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D. Belliveau

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B. Coe

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R. Major

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W. Drayer

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M. Perreault

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J. Hassard

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C. Posadas

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D. Gilmour

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J. Horgan

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G. Cunningham

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S. Martin

D. van Nostrand

## RETURN TO WORK PROTOCOL

Between

**COMMUNICATIONS ENERGY & PAPERWORKERS UNION**  
**Local 593**

Hereinafter referred to as "The Union"

and

**PETRO-CANADA**  
**Lubricants Centre**

Hereinafter referred to as the "Company"

WHEREAS the Union has engaged in a legal strike since April 1<sup>st</sup>, 2001:

AND

WHEREAS the Company and the Union are committed to an orderly return to work:

AND

WHEREAS the Company and the Union commit themselves to working together in a safe, productive and effective workplace;

THE PARTIES HAVE THEREFORE AGREED AS FOLLOWS SUBJECT TO RATIFICATION OF THE MEMORANDUM OF SETTLEMENT BETWEEN THE COMPANY AND THE UNION:

- 1. Prior to return to their regular work schedules, all employees will be recalled to Return-to-Work orientation sessions. Timing for these sessions and the agendas will be issued within seven (7) days of the effective date of the Memorandum of Settlement. Return-to-Work will occur over a period of four (4) days.**
- 2. The Union shall immediately remove all strike and boycott related signage, structures, fire barrels, supplies, picket shacks and any other similar or related items from the Lubricants Centre property, adjacent property and associated facilities.**
- 3. Upon the return to work of employees for orientation, and thereafter, employees will not wear, or display items of clothing, buttons, stickers or otherwise communicate messages which criticise the employer's collective bargaining position, the collective agreement arrived at, or support in any manner actions to harm the employer's business, including but not limited to supporting a boycott of any of the employer's products.**

Signed at Oakville, Ontario this 20th day of September, 2001.

**For the Union**

**For the Company**

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S. Martin

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D. van Nostrand

APPENDIX I TO THE MEMORANDUM OF SETTLEMENT  
DATED SEPTEMBER 20TH, 2001

**COLLECTIVE  
BARGAINING  
AGREEMENT**

**BETWEEN**

**PETRO-CANADA**

**LUBRICANTS CENTRE  
MISSISSAUGA, ONTARIO  
[Hereinafter referred to as The Company]**

**AND**

**COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION  
LOCAL 593  
[Hereinafter referred to as the Union]**

A final review of page # in table of contents, article references, spell check, font size and margins will be done before printing.

## INDEX

		<b>Page</b>
	Harassment Prevention	
Article 1	Recognition	3
Article 2	Hours of Work	4
Article 3	Rates of Pay	6
Article 4	Overtime	8
Article 5	Holidays	11
Article 6	Vacation with Pay	12
Article 7	Seniority	13
Article 8	Training	15
Article 9	Vacancies & Promotions	16
Article 10	Reducing Forces & Layoff	18
Article 11	Discipline & Grievance	20
Article 12	Leave of Absence	22
Article 13	Safety & Health	23
Article 14	Bulletin Boards	24
Article 15	Strikes & Lockouts	24
Article 16	Check-off	25
Article 17	General	25
Article 18	Temporary Employees	26
Article 19	Modification, Renewal & Termination	26
Appendix "A"	Refinery	29
	Lines of Promotion Chart & Rates of Pay Schedules	
Appendix "B"	Lubplex	37
	Lines of Progression & Rates of Pay Schedule	
Appendix "C"	Performance Based Progression	37

## **HARASSMENT PREVENTION**

Every employee has the right to work in an environment free of discrimination and harassment. This right includes the responsibility to eliminate harassment in our workplace, either as a participant or as an observer.

This statement of intent outlines the commitment of Petro-Canada Lubricants and CEP Local 593, to endeavor to provide a harassment free workplace and will act as a guide to employees in adhering to legal and social guidelines regarding the recognition and prevention of harassment.

This statement exists to underline the seriousness of workplace harassment and to establish that there is no acceptable level of harassment at Petro-Canada Lubricants Centre. Employees who feel that they are being harassed are encouraged to seek protection through the appropriate policies and procedures.

### **Harassment Defined:**

- I. Harassment is defined as a “course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome”, that denies individual dignity and respect on the basis of the grounds such as: sex, disability, race, colour, sexual orientation or other prohibited grounds. At Petro-Canada Lubricants Centre all employees are expected to treat others with courtesy and consideration and to discourage harassment.
- II. The workplace is defined as any Company facility and includes areas such as offices, shop floors, restrooms, cafeterias, lockers, conference rooms, and parking lots.
- III. Harassment includes, but is not limited to, the following examples:
  - A. Unwelcome remarks, jokes, innuendoes or taunting about another’s body, attire, sex, disability, racial or ethnic background, or sexual orientation, etc., which cause awkwardness or embarrassment.
  - B. Displaying visuals of a sexual, racial, or otherwise offensive nature such as pornographic pictures, posters, cartoons, or simulation of body parts.
  - C. Leering (suggestive staring) or other gestures.
  - D. Unnecessary physical contact such as touching, patting, or pinching.
  - E. Sexual solicitation or advance made with implied reprisals, if rejected.
  - F. Refusing to work or share appropriate common facilities with another employee because of the other’s sex, disability, sexual orientation, racial, religious or ethnic background or other prohibited grounds
  - G. Backlash or retaliation for the lodging of a complaint or participation in an investigation.

### **Harassment Is NOT:**

Respectfully & appropriately discharged supervisory responsibilities including disciplinary action, or conduct that does not interfere with a climate or understanding and respect for the dignity and worth of Petro-Canada employees are not considered harassment or discrimination. Neither is the statement meant to inhibit free speech or interfere with the normal social relations that are part of life in this organization.

## ARTICLE 1 - RECOGNITION

- 1.01 The Company recognizes Communications, Energy and Paperworkers Union, CLC, Mississauga Plant, Local 593, as the exclusive collective bargaining agent for the employees covered by this agreement at the Mississauga Lubricants Centre save and except supervisors, persons above the rank of supervisor, office staff, guards, kitchen help and students.
- 1.02 The Company agrees that the duly authorized Union Negotiating Committee, consisting of not more than six (6) representatives, all of whom are employees covered by this Agreement, with at least one hundred and twenty (120) calendar days of unbroken service, and who may be accompanied by a duly authorized Local or National Representative of the Communications, Energy and Paperworkers Union, will be the exclusive collective bargaining agent with respect to rates of pay, hours of work and other conditions of employment for classifications set forth in the attached Appendices, of this Agreement.
- 1.03 The Union agrees to notify the Company in writing of its representatives on all committees and authorized Stewards and of any changes thereto during the term of this Agreement.
- 1.04 The Union recognizes the exclusive right of the Company to exercise its functions of management, including among others, the right to manage its business; to maintain order, discipline and efficiency; to direct the workforce; to require employees to observe Company rules and regulations; to hire, promote, transfer, classify, assign and to lay off employees because of lack of work; to suspend employees for just cause; demote or take other disciplinary action and to discharge employees for just cause. These enumerations will not be deemed to exclude other functions of management not enumerated. Provided, however, that the Company recognizes that any exercise of these rights and powers in conflict with any of the provisions of this Agreement shall be subject to the provisions of the grievance procedure in Article 11.
- 1.05 The Company will not use the functions of management for the purpose of any discrimination or intimidation against any member of the Union.
- 1.06 The term "employee or employees" wherever hereinafter used, includes shift and day workers and shall mean any or all of the bargaining unit as defined in Article 1.01.
- 1.07 Both parties to this Agreement hereby commit themselves to the fullest cooperation with the object of maintaining efficiency of operation and maintenance of Company property and cleanliness of work areas.
- 1.08 Supervisors, Engineers, Outside Contractors and Salaried Staff will generally not make changes on operating conditions or variables.  
Should changes be required for any reason, the appropriate employee responsible must be informed as soon as practical under the circumstances.  
It is further agreed for training or instructional purposes, professional and technical non-union employees may be assigned to work in positions covered by this agreement and shall not bump or replace members of the bargaining unit.



## **ARTICLE 2 - HOURS OF WORK**

The Company shall schedule hours of work for all employees. Appropriate schedules shall be posted and nothing herein shall limit the Company in exercising discretion in varying the scheduled hours of work of any employee.

- 2.01 A Day workers' normal working schedule shall be any assigned five [5] consecutive days of eight [8] paid hours in a workday, exclusive of meals, within a ten-hour continuous period.
- 2.02 A Shift workers normal working schedule shall be scheduled; continuous, rotating shifts of seven [7] day weeks, covering twenty-four [24] hours per day.
- 2.03 Operations
- A] The regular hours of work for all employees on shift shall average forty (40) hours per week using a 42-hour schedule. The hours of work will vary per week according to the posted shift schedule.
  - B] Employees actively at work shall bank two [2] hours per week of time off with regular pay, to a maximum of 104 hours per calendar year which the company will consider to be the equivalent of nine [9], twelve [12] hour shifts in one [1] calendar year. Consequently, they shall work their average of forty-two [42] hours per week but shall be paid for an average of forty [40] hours per week.
  - C] Employees will inform their Supervisor by October 31<sup>st</sup> of their intent to take the hours banked in one [1] of two [2] ways listed in i] and ii] below, prior to the calendar year for which the choice is made:
    - i] In the form of a lump sum payable in December of each year equivalent to twice the regular rate of pay multiplied by one hundred and four [104] OR
    - ii] In the form of time off with regular base pay for one hundred and eight [108] hours. The Company will schedule the nine [9] shifts after the vacation schedule has been approved. Earned days, which are unable to be taken, as time off will be paid at overtime rates. Vacation requests take precedence over banked days. Banked time may be granted in conjunction with vacation.

Banked days cannot be deferred to the following year.
  - D] An employee must be actively working the above schedule to be eligible to participate in this program.
  - E] When an employee's employment is terminated, the last paycheque shall be adjusted to take into account any hours banked but not used or used and not banked.
  - F] The company will not normally be involved in any overtime payment or additional cost due to earned days.
- 2.04 Laboratory Technicians will be scheduled to provide twelve-[12] hour coverage 7 days a week.
- 2.05 Articles 2.01, 2.02 and 2.03 are stated solely for the purposes of calculating overtime and shall not be construed as a guarantee of any minimum nor as a restriction on any maximum number of hours to be worked.

- 2.06 The above work period[s] shall apply except in cases where, due to business circumstances, different work periods may be required, in which case the Company will discuss the schedule with the Union before the change is instituted.
- 2.07 Work Breaks will be scheduled by the Company in the first and second halves of each workday.
- 2.08 An unpaid meal period shall be scheduled as close as possible to the middle of each scheduled workday. The length of the meal period shall be not more than thirty [30] minutes. Employees required by the Company to work their scheduled meal period would have their meal period rescheduled to an alternative time.
- 2.09 In the Lubplex, the 30 minute unpaid meal shall be taken when employees are able to be relieved by another employee such that continuous uninterrupted production is maintained.
- 2.10 No Production Technician will leave their position until properly relieved except with the authority of the supervisor in charge. No employee will leave the plant during normal scheduled hours without the authority of the supervisor in charge. Workers will work at or near the scene of their work and will eat as work and time permits. Because of this requirement, their meal period will be part of their shift and no deduction in pay will be made.
- 2.11 An employee shall, when possible, be given at least seven-[7] days advance notice of schedule changes. Should an employee be on regular days off when such schedule change occurs, the employee's immediate supervisor or designate shall make a reasonable attempt to contact the employee and notify the employee of said change.
- 2.12 All employees shall have the privilege of exchanging shifts on days off by individual arrangement provided:
- (a) There is adequate qualified shift coverage and
  - (b) Written consent of Supervisor is obtained in advance and
  - (c) No additional cost or penalty shall be paid by the Company.

### ARTICLE 3 - RATES OF PAY

- 3.01 The rates set forth in the Schedules of Rates of Pay in this Agreement, apply to the various Job positions and not to the individuals performing the work. The Company agrees to pay and the Union agrees to accept such Schedules of Rates of Pay during the life of this Agreement.
- 3.02 Deductions from wages, except those required by law, will be made only on the written authority of the employee or the Union and with the consent of the Company.
- 3.03 Any employee temporarily assigned for two hours or more in any one day to a higher rated job classification will receive the rate for that higher paid job while so assigned. Any employee temporarily assigned to a lower rated job classification will not have the rate reduced.
- 3.04 If a non-shift worker is required by the Company to work during the meal period, the employee will be paid at straight time for the meal period, but will be permitted to take 30 minutes on the Company's time for the meal at the first opportunity.
- 3.05 Employees will receive a differential premium as follows:
- a) Twelve [12] Hour Rotating Schedule
    - 2001 06:30 – 18:30 / \$0.72/hour worked 18:30 – 06:30 / \$1.60/hr worked
    - 2002 06:30 – 18:30 / \$0.74/hour worked 18:30 – 06:30 / \$1.65/hr worked
    - 2003 06:30 – 18:30 / \$0.77/hour worked 18:30 – 06:30 / \$1.70/hr worked
  - b) Afternoon Schedule
    - 2001 \$1.09/hour worked
    - 2002 \$1.12/hour worked
    - 2003 \$1.15/hour worked

It is understood that the amounts in 3.05a) and b) above are not part of the basic rates of pay or subject to overtime.

Differentials will not be paid to day workers for day schedules; call-ins; nor overtime work that is continuous with the regular work period.

- 3.06 Should new job classifications be established during the life of this Agreement, the rate for such new job classifications will be negotiated between the Company and the Union. The Company may put into effect a temporary rate pending negotiations on the rate to be established. Once the rate has been established, it will be made retroactive to the time when the new job classification was instituted.
- 3.07 The Company agrees to pay the examination fee, and the initial cost and renewal fee of the Compressor Certificate required by the Technicians in Phoenix and White Oils.
- 3.08 It may be a requirement of certain jobs that a valid Provincial Ministry Certificate[s] be held by a worker. The Company agrees to pay certificate renewal fees for as long as the worker remains

in the position for which the certificate is required by law.

### **Negotiating Committee**

- 3.09 When a member of the Bargaining Committee is scheduled to work a night shift immediately before or an afternoon or a night shift immediately after a negotiation meeting for the renewal of the Collective Agreement, the employee will be allowed time off with pay for the shift the employee was to work immediately before or immediately after the meeting, if requested, and where operational requirements permit.

When the employee is scheduled to work both a night shift immediately before and the afternoon or night shift immediately after such negotiation meeting, the employee will be allowed time off with pay for the shifts the employee was to work immediately before and immediately after the meeting, if requested, and where operational requirements permit. The employee will not, however, be paid for the negotiation meeting.

- 3.10 Upon request, reasonable time will be provided to members of the Union Negotiating Committee for preparation for the negotiation of the renewal of the Collective Agreement.
- 3.11 The company will compensate Union Negotiating Committee members at regular base rates of pay, for time lost from their regular schedule spent in contract negotiation meetings with the Company.

## ARTICLE 4 - OVERTIME

- 4.01a) Only authorized work over the regular schedule of hours will be considered as overtime. Employees will be required to perform overtime work whenever called upon. Consideration will be given to employees wishing to be excused from such overtime. If insufficient qualified employees cannot be obtained to perform the work, then the Company shall use other appropriate sources.

New hires will not be eligible for call-in overtime until they have completed their probationary period.

Overtime work will be distributed as fairly as possible among qualified employees, within classification where applicable, when such work becomes necessary. Total overtime hours are calculated as the actual overtime hours worked by the employee plus any charged/credited.

### b) MEDICAL RESTRICTION:

Due to safety concerns and increased risk of re-injury, employees designated by the Company Physician as unfit for full regular duties, will not normally be considered for overtime opportunities, but will be charged as if they were. However, these employees shall be offered overtime when the work is the same as work known to have been performed by the employee while unfit and the employee's condition has not materially deteriorated.

### c) Employees are not eligible for overtime or for crediting of overtime hours:

- i) if training, scheduled off on a mutual, on Company/Union paid Union business, or scheduled off on a Statutory Banked Holiday, the shift of, the shift preceding, or the shift following the shift in which an overtime opportunity occurs;
- ii) if on vacation, WSIB, or Long Term Disability [LTD] from the last shift worked until the first shift back;
- iii) if on compassionate leave or authorized leave from the time the employee is unavailable until the time the employee is available;
- iv) if sick, from the shift they went off sick to the first scheduled shift worked.
- v) If on Special Assignment from the first day of special assignment until the first day back

### d) 1) All overtime systems shall be self-compensating within classification/position.

- 2) Any errors in assigning overtime out of classification will be corrected by a work-in-kind remedy. No other employee[s] can claim the overtime offered to compensate a mistake occurring to another employee.

- 4.02 If an employee, or their delegate, does not advise the Supervisor or Shift Coordinator at least two [2] hours before scheduled work commences, that the employee will not be available for work, supervision may elect to not fill the position or replace the absent employee with the employee on the job or any other such qualified employee notwithstanding any of the provisions of Article 4.01.

- 4.03 Employees called in and performing work not continuous with their regular work period, will be

paid for the hours so worked at the applicable overtime rate, or a minimum of two [2] hours at double time, whichever is the greater. Employees reporting for work and not needed for the full hours will be paid as above, unless failure to supply work is due to conditions beyond the control of the Company, or the employee has been previously notified by message left at the employee's residence or otherwise, not to report for work.

- 4.04 The provisions of stand-off time/pay are applicable only to day workers, scheduled to work days, save and except statutory holidays, weekends, vacations.

Day workers, scheduled to work days, who are called in to perform work between the hours of 12:00 midnight and 4:00 a.m., shall not, except in cases of abnormal operational difficulties, be required to report for their normal scheduled hours of work within eight hours of finishing such work. Employees will be entitled to make up time at straight time by agreement with their Supervisor.

If the job is not completed by 06:30 a.m., the employee shall not be required to report for the remainder of their normal scheduled hours of work, with no loss of pay.

It is agreed that when employees receive premium payment arising out of a change of schedule, provisions of stand-off time/pay are not applicable on completion of the shift.

- 4.05 It is agreed that, if extended coverage is necessary outside of the normal day schedule, the Supervisor will contact employees in advance when possible and request them to go on shift for an indefinite period until further advised.

Employees will be entitled to make up time at straight time by agreement with their Supervisor, in accordance with Article 4.06.

- 4.06 An employee who loses time or who will lose time through a schedule change will be entitled to work out such time at straight time by agreement with the Supervisor. An employee making up time, who is assigned to cover a shift vacancy, will be paid at the appropriate overtime rate and the time so worked will be applied against the lost time. Employees making up time may be assigned at straight time to any work, for which they are qualified.

#### 4.07 MEALS

- i) An employee required to work overtime without prior notice

- a) two [2] hours or more continuous beyond the regular stopping time, or
- b) three [3] hours or more on a scheduled day of rest, or
- c) three [3] hours or more on a call in

will be provided with a paid thirty [30] minute time period to eat a supplied meal.

- ii) Should it be impractical to supply a meal in i) above, ten dollars [\$10.00] will be paid in lieu of the meal on the employee's pay cheque or at the employee's request a meal voucher for redemption at the Cafeteria.
- iii) Entitlement to additional meals will be each additional completed four-[4] hours of work provided the work continues.
- iv) Notwithstanding the above, Maintenance employees scheduled to work 10 hours daily during turnarounds shall not receive the meal provisions or any meal allowance unless

they are required to work in excess of 10 hours on each scheduled day of work.

- 4.08 Regardless of the number of hours worked during any workweek, the Company agrees not to suspend or lay off any employee to avoid payment of overtime.
- 4.09 Under no combination of circumstances will more than double time be paid for work performed except as provided in Article 4.03.
- 4.10 A change of schedule is a change whereby the regularly scheduled starting time is altered by more than two [2] hours, or the days off are changed.
- 4.11 When employees are required to change their regular schedule of hours, the first period of work will be paid at the rate of double time. Thereafter, regular rates of pay will govern.

If a change of hours due to a turnaround begins on an employees scheduled day of rest, the employee will receive the premium payment on the first workday following the day of rest.

Provisions for premium payment arising out of a change of schedule shall not apply:

- i] when a day worker returns to the regularly scheduled hours;
  - ii] when scheduled or unscheduled overtime is continuous with an employees regularly scheduled hours.
- 4.12 If a change of schedule coincides with a recognized holiday, change of schedule premium will be applied to the next regular shift of the employee's new schedule

No overtime will be paid for the first and second day of rest of the old schedule. The employee's old schedule is the schedule the employee was following on the first day of the pay period.

- 4.13 Provisions for premium payment arising out of change of schedule shall not apply if a change is made:
- (a) for the convenience of the employee;
  - (b) when a shift worker's schedule is changed, upon returning to the former schedule;
  - (c) when a shift worker is changed to a regular day worker classification or to a regular day worker on a temporary basis;
  - (d) when a probationary employee is first assigned to a regular shift following a period of indoctrination and training;
  - (e) as a result of permanent promotion;
  - (f) when an employee returns from light duties or modified work;
  - (g) as a result of an emergency situation in the refinery.

4.14 The Company will pay double times the employee's regular base rate:

- (a) for work performed in excess of an employee's regular scheduled shift or work hours;

- (b) for work performed on an employee's day of rest;
- (c) for work performed on any of the recognized holidays as defined in Article 5, thereof.

#### 4.15 MAINTENANCE OVERTIME

##### A. ORDER OF ASSIGNING OVERTIME AND CALL-IN WORK:

Employees must be working in the plant to be eligible for overtime [excluding call-ins]. Employees accepting special assignments, temporary supervisory or coordinator positions or training courses will not accept overtime that interferes with those assignments.

Full time regular employees desiring to work overtime during the following scheduled workday shall place their names on a posted overtime signup list. Employees will have until 2pm of the signup day to place their names on the signup list. Employees not signing during the signup day must receive supervisory approval to have their name placed on the signup list.

- B. If the need for overtime arises, employees with the necessary skills for the job, having placed their names on the signup list will be selected in reverse order of total accumulated overtime hours. Those absent or on leave shall be passed over.

##### C. ORDER OF ASSIGNING OVERTIME

- 1. Technician[s] on the job
- 2. Lowest qualified technician[s] on the overtime signup sheet.

##### D. CHARGING OF HOURS:

- 1. All hours worked are charged.
- 2. New hires and new technicians will be assigned "average overtime hours" for their department.
- 3. Employees not signing the list will be considered to have refused and be so charged, if their turn for an opportunity arises.

##### E. ADMINISTRATION:

- 1. The overtime system will be administered by occupational employees.
- 2. The overtime standings will be adjusted and posted weekly.
- 3. Supervision will be supplied with and use the most up-to-date overtime list available.
- 4. At the end of every year the lowest employee's total hours will be subtracted from every employees total hours in the craft.

#### 4.16 OPERATIONS SYSTEM

Employees, who are offered overtime opportunities to cover employee vacation during the Christmas Holiday period (December 22 to January 2), and decline such opportunity, will not be credited.

Crediting of Hours [always up]



- 1) Hours are credited for all overtime opportunities for which an eligible employee was called and was not available. (Maximum 12 hours/shift; Maximum 24 hours/day).
- 2) When an employee changes area, the employee will be credited with hours that will bring the employee up to the average total overtime hours the employee is qualified for. Overtime qualified for averaging will be defined as the sum of the total hours in the classification divided by the number of employees in the classification on the date the averaging is done. These calculations exclude the employee who is being averaged.
- 3) When an employee is unavailable for more than 21 days for any reason other than vacation, the employee will be credited with the average total overtime hours the employee qualified for during the absence. Employees who have been out of the system for more than 21 days for reason[s] other than vacation will be averaged in at December 31<sup>st</sup> of each calendar year.
- 4) At the end of each year the overtime hours (worked plus credited) for the low employee in each area will be subtracted from each employee's hours.

#### Recording of Overtime Opportunity Worked and Credited

Recording of overtime opportunities worked and credited is to be updated by the Shift Leads on a shift by shift basis.

#### Procedure for Call-In Process

- Step 1 Determine if the shift is able to cover the vacancy by movement among the team [ie. Spare on the shift].
- Step 2 List and call all eligible, qualified employees, for the work post, in order of lowest overtime hours. If more than one qualified employee has an equal number of hours, the person with the highest departmental seniority will be called first.
- Step 3 Rearrange work post[s] and return to Step 2.
- Step 4 Call employees scheduled off on a mutual (not creditable if refused).
- Step 5 Call employees scheduled off on vacation (not creditable if refused).
- Step 6 Hold any qualified employee over for six hours and call in any qualified employee six hours early. Shift Co-ordinator must be informed.
- Step 7 Contact Area Team Leader/Operations Coordinator for instructions.

#### 4.17 LUBEPLEX EMPLOYEES [excluding maintenance]

Overtime will normally be administered by occupational employees who will distribute the overtime work as fairly as possible among qualified employees.

- A. Employees desiring to work overtime shall place their names on the overtime signup list. If insufficient qualified employees cannot be obtained from the signup list to perform the work required, then the Company shall require qualified employees to work or may use, at management's sole discretion, other appropriate sources.
- B. Employees not signing the list will be considered to have refused and be so charged, if

their turn for an opportunity arises.

#### C. ORDER OF ASSIGNING OVERTIME

Lowest qualified employee[s] on the overtime signup list.

- D. A qualified employee temporarily assigned to a higher classification, will be eligible to be held over on overtime in that higher classification while so assigned.

#### MAINTENANCE EMPLOYEES

All Lubplex maintenance workers, including employees temporarily assigned due to vacations, holidays, injury, sickness, leave of absence or emergencies, will not normally be eligible for Refinery overtime. However, they may be asked to work overtime in the Refinery when overtime coverage cannot be obtained from the Refinery maintenance work force.

Lubplex overtime opportunities normally performed by Maintenance employees will be offered to qualified Lubplex Maintenance employees first.

#### 4.18 LABORATORY

1. All Laboratory overtime opportunities will be distributed by a daily overtime signup list. Laboratory technicians will be responsible for administering this list including the making of necessary notations (e.g. sick, vacation, working) and pass it to the Shift Coordinator for call-ins.

Laboratory employees will be ranked lowest to highest according to total overtime hours worked. Ties will be broken by ranking the last person that worked higher on the list.

2. The Laboratory Technician[s] will request each person in turn, from the daily signup list, from the lowest to the highest ranked and continuing in that order as the overtime opportunities arise. An employee who accepts an overtime opportunity will be bypassed for other opportunities for that workday.
3. When an employee is temporarily moved up to replace a Supervisor, they will be eligible to work overtime after the list has been exhausted. This is effective from the start of the first day worked on the temporary assignment to the start of the first day back on their regular schedule.
4. End of the year order will be carried over into the new year, all hours will be zeroed.

New entrants to the Laboratory Department will be assigned the same number of hours worked as the last person on the overtime list and will be ranked the highest.

5. Employees who accept an overtime period will work that period. If for any reason, they cannot fulfill their responsibility they will notify the Shift Coordinator or Laboratory Supervisor.

#### 4.19 TEMPORARY REASSIGNMENTS

An employee temporarily reassigned as a result of the temporary suspension of an operation will only be offered overtime in the position to which the employee has been reassigned after all available qualified employees on the signup sheets have been asked.

## ARTICLE 5 - HOLIDAYS

### 5.01 Recognized Holidays

New Year's Day	Good Friday	Victoria Day
Canada Day	Civic Holiday [August]	Labour Day
Thanksgiving Day	Remembrance Day	Christmas Day
Boxing Day	11th Holiday	12th Holiday

Should either Provincial or Federal governments legislate a new Statutory Holiday, the parties to this Agreement agree that the eleventh recognized Holiday shall be used to observe any new Statutory Holiday declared by legislation.

### 5.02 Recognized Holiday Observance

Observance of the recognized holidays shall normally be as designated by the Company even though this may not be the actual day of the holiday. A list of Company recognized Holidays will be posted prior to November 30<sup>th</sup> of the year preceding the year in which the holidays will fall. Normally, holidays shall be observed as follows:

#### **Day Workers**

The day on which they are observed as per Company notice. The 11th and 12th holidays will be floating holidays to be taken at a time agreed upon between the employee and the Supervisor. Employees must have their floating holidays scheduled by October 31st or supervision may schedule unilaterally. In the event that employees are unable to take these floaters by December 31, they shall receive pay in lieu thereof.

#### **Shift Workers**

The calendar date on which the holiday actually falls. The 11th and 12th holidays for shift workers shall be December 24 and December 31 respectively.

#### **Laboratory Workers:**

Observance of the recognized holidays by designated Laboratory workers shall be on the calendar date. All Technicians whose schedule indicates they are to work on a recognized holiday, but are given the day off, will have an opportunity to make up the time difference between the 8 hours holiday pay and the 12 hours they were originally scheduled to work. This make-up time is to be scheduled during normal Laboratory hours by agreement between the employee and the Laboratory supervisor.

#### **Training or Staff Assignments**

An employee assigned for the purposes of training for or temporarily replacing a staff position will observe the recognized salaried day schedule

5.03 Holiday pay and pay for work performed will be considered as separate items of payment. Holiday pay will be eight hours pay at employee's basic rate and will be paid to all employees for all the recognized holidays except as provided in Article 5.04. Pay for work performed will be paid in accordance with Article 4.14(c) of this Agreement.

5.04 Employees will not be paid holiday pay if:

- A] Employee does not report for work both the day or shift immediately preceding and the day or shift immediately following the recognized holiday for which the employee is scheduled to work, without advance permission or unless the employee can prove there was a justifiable reason for the absence.
- B] Employee does not report for work on the recognized holiday on which the employee is scheduled to work, without advance permission or unless the employee can prove there was a justifiable reason for the absence.

5.05 If one of the recognized holidays is observed during the employee's regular paid vacation, or day of rest the employee will be entitled to a credit of one day's holiday to be taken at the convenience of the Company, or, at the employee's option, one day's regular base pay in lieu of the recognized holiday.

#### 5.06 BANKED STATUTORY HOLIDAYS – 12 HOUR SHIFT SCHEDULE [excludes Laboratory]

1. Shift employees may bank holiday pay for the second through seventh statutory holidays of the year. The Statutory Holiday pay will be deferred accordingly. Deferred payment for banked holidays, which have not been taken prior to December 31, will be made to the employee by year-end.
2. The banked holiday will be taken at a mutually agreed date and the deferred payment will be made at that time.
3. Employees who wish to participate in the plan must notify their supervisor in writing by January 31st of each year.
4. The Company will not incur any overtime payment or additional cost due to banked holidays at time of scheduling.
5. A scheduled-banked day can only be changed by mutual agreement.

## ARTICLE 6 - VACATION WITH PAY

- 6.01 Paid annual vacations will be provided to employees based upon forty [40] hours at their regular hourly rate under the following conditions:
- (a) Three scheduled working weeks following completion of one year of continuous service, and annually thereafter.
  - (b) Four scheduled working weeks in the calendar year in which their 10th anniversary of continuous service occurs, and annually thereafter.
  - (c) Five scheduled working weeks in the calendar year in which their 18th anniversary of continuous service occurs, and annually thereafter.
  - (d) Six scheduled working weeks in the calendar year in which their 25th anniversary of continuous service occurs, and annually thereafter.

In the first quarter of each calendar year a vacation pay adjustment shall be paid calculated on the basis of 2% of total vacationable earnings per week of vacation entitlement during the previous year, less vacation pay received during that year.

- 6.02 Vacations are not cumulative and cannot be changed without permission of the Company. Vacation period shall be continuous unless otherwise mutually agreed.
- 6.03 Vacation schedules will be prepared as far in advance as possible. An employee may express preference for the time of vacation and consideration will be given and, where possible, the employee's request will be granted. Where it is necessary, vacations will be scheduled on a rotating basis.
- 6.04 When practicable, shift workers' vacations will be arranged to begin immediately after their scheduled consecutive days of rest.

## ARTICLE 7 - SENIORITY

7.01 An employee will be considered on probation until the employee has been employed 120 calendar days of unbroken service with the Company. The Company has the right to separate from its employ any probationary employee at any time during the probationary period and these probationary employees shall be permitted access to the grievance procedure. When an employee is absent during probation, the number of scheduled working days the employee is absent will be added to the probationary period. Upon expiry of such probationary period and provided the employee has been accepted, as medically fit by a Company Physician, the employee will be placed on the Plant seniority list. Plant seniority will commence from date of last hiring. When two (2) or more employees have the same seniority date, seniority shall be determined by alphabetical order of the employee's last name.

The time limits in this section may be extended by mutual agreement of the parties.

7.02 Employees will have plant, departmental and classification seniority except for employees who are managed under the Performance Based Progression program who will not have classification seniority.

7.03 Plant seniority will accumulate from date of last entry into the service of the Company. The Plant seniority list will show names and dates of last entry into the service of the Company in the job positions covered by this Agreement.

7.04 Departmental seniority will accumulate from the date of notice of last assignment into a specific department. The Departmental seniority list will show names and job positions covered by this agreement. Department in Production for the purposes of this article means White Oils, Phoenix, Utilities and P&S.

7.05 Classification seniority, where applicable, will accumulate from the date of notice of last assignment to a classification within a specific department. In situations where an employee has been displaced into a lower job classification in which the employee has previously worked within the specific department, the employee's classification seniority will be defined as the employee's previous seniority date in that lower classification.

7.06 Seniority lists will be posted on or about the 1<sup>ST</sup> of March and the 1<sup>st</sup> of September in each contract year. One [1] copy of the seniority list will be supplied to the Union. Protest in regard to seniority standing must be submitted in writing within sixty (60) calendar days from the date the seniority lists are posted. When proof of error in writing is presented by the unit Chairperson or designate, to the Company, such error will be corrected.

7.07 The Company will provide the Union, on a monthly basis, with a list of:

- (a) Employees, who have been hired, terminated or awarded a job posting or promoted to an exempted position within the previous month;
- (b) Employees on Workers' Compensation and/or LTD during the previous month.

7.08 Seniority shall be lost when an employee:

- (a) Voluntarily resigns.

This includes an employee who is absent for three consecutive working days without, during such period, notifying the Supervisor or Shift Coordinator as to the reason for the absence or, if, upon giving such notice, the employee does not have a justifiable reason for the absence

- (b) Is discharged for just cause and not reinstated under the grievance procedure
- (c) Is laid off for twelve (12) months or more
- (d) Accepts severance
- (e) Overstays a leave of absence without permission
- (f) Fails to return to work within six [6] calendar days following recall and after receiving notice by registered mail or courier at the last known address on Company records.

## **ARTICLE 8 - TRAINING**

- 8.01 Employees will be encouraged to learn the duties of other jobs and every opportunity will be afforded to them to learn the work in their own time and during their regular working hours when it will not unduly interfere with the performance of their regularly assigned duties or those of others. The Company may assign an employee to any other job without affecting the employee's regular base rate of pay.
- 8.02 No employee shall suffer reduction in the employee's position or loss of regular base rate of pay through another employee being transferred into a department for training.
- 8.03 If in-plant training sessions are conducted during working hours, employees will maintain their normal base rates of pay. If, in-plant training is scheduled outside an employee's normal hours, such hours will be paid in accordance with Article 4.14.
- 8.04 Employees on special assignment of a training nature may find that flexibility in the working hours will assist in accomplishing the task, the premiums normally provided for changing hours and working shift will not apply.
- 8.05 Employees attending Company-related training sessions or other such meetings off Company premises will be reimbursed for pre-approved expenses incurred.



## ARTICLE 9 - VACANCIES AND PROMOTIONS

- 9.01 Vacancies, which the Company requires to be filled, will be bulletined and posted for seven [7] calendar days in a place accessible to employees affected and a copy sent to the Union. The bulletin shall show the job title, a description of the work, the qualifications required and a rate of pay. Bulletined vacancies may be filled temporarily pending the assignment of the successful applicants.
- 9.02 (a) employees may apply, within the seven-day period above, by completing in full and returning an electronic Application for Vacancy Form to Human Resources. Any form not completely filled out, may not be considered.
- (b) Time limits will only be extended if the job posting occurs within an employee's vacation period, in which case the employee will be eligible to bid for the vacancy within three scheduled working days of the employee's return.
- 9.03 When filling vacancies, the Company will award job bids based on the applicants' qualifications and plant seniority. When two or more applicants have the necessary qualifications, plant seniority shall govern. The name of the employee awarded the vacancy shall be bulletined within seven (7) calendar days.
- 9.04 The successful employee will maintain overtime eligibility in the current department until the employee leaves to fill the vacancy. The employee will not be entitled to overtime in the new department during this period.
- 9.05 When an operation is temporarily suspended in a department, the Company may assign the surplus employees, in sequence, as follows:
- (a) To fill any temporary vacancies, for which they are qualified within their own department or
- (b) To temporarily displace the employee with the least department seniority in the lowest rate of pay classification on the shift in their own department or
- (c) To fill temporary vacancies in the lowest rate of pay classification in other departments or
- (d) To the lowest classification in any department or
- (e) To any other work that may be available.
- 9.06 In the event an employee is absent because of injury, sickness or emergency for a period in excess of fourteen days, the employee will notify the Company not less than forty-eight (48) hours in advance of the employee's return to work. If an employee is absent fourteen (14) days or less, the employee will notify the Company six (6) hours in advance of the employee's return to work.
- 9.07 Temporary vacancies in Lines of Promotion, which the Company requires to be filled, will be offered to the senior qualified employee in the next lower classification.

## ARTICLE 10 - REDUCING FORCES AND LAYOFFS

- 10.01 When reducing forces in a department, an employee whose job is abolished or who is displaced from the job will be reduced into the next lower job classification provided the employee has the necessary qualifications. Should employees being considered for reduction from the same job classification/position have the same date of job award, the employee with the least plant seniority will be displaced first.
- 10.02 An employee displaced from the lowest job classification in a department or who has been reduced in a department in accordance with Article 10.01, will be entitled to exercise the employee's plant seniority right to displace the employee with the least plant seniority in the lowest job classification/position, providing the employee has the necessary qualifications, and makes such request in writing within four working days from the date of notification of the employee's displacement.
- The bumpable positions in Production are White Oils-4, Phoenix-4, P&S/Asphalt-4, Boiler House-4, plus all spare technicians.
- 10.03 In the event a general layoff is necessary, the Company and the Union shall discuss alternative means before any action is taken.
- 10.04 When laying off employees, employees with the greatest plant seniority will be retained providing they have the necessary qualifications for the available work.
- 10.05 When recalling laid off employees, preference will be given in reverse order of their plant seniority, provided that such employees have the necessary qualifications for the jobs to be filled. Recalled employees must report for work at the time and place specified in the notice to report for work.
- 10.06 The notice to report for work will be given by registered letter, to the last known address of the employee on the records of the Company, at least six (6) calendar days prior to the date the employee is to report for work. It shall be the responsibility of the employee to keep the Company informed of the address and phone number through which the employee may be reached. In the event the employee cannot be contacted, declines the offer of employment or fails to notify the company of their intention to return to work within the six [6] calendar days referred to above, the employee shall forfeit their rights under this agreement to seniority, recall and employment.
- 10.07 In the event of a permanent reduction of the workforce resulting from a permanent closure of all or part of the refinery or resulting from a change in methods or facilities in the refinery, the Company shall give advance notice of the closure or change to the Union of either six (6) months or statutory notice, where applicable, whichever is the greater.
- 10.08 After providing such notice of permanent reduction, the Company will meet with the Union to consider all available methods to facilitate the planned workforce reductions through attrition. If these considerations fail to provide such workforce reduction within notice period specified above or in circumstances where attrition is not an appropriate method of providing the required reduction, the Company agrees to discuss with the Union other methods of reducing the workforce and minimizing the negative impact on employees affected.
- 10.09 An employee covered by this Collective Agreement who is permanently laid-off shall be entitled to receive a severance payment from the Company as outlined in Article 10.11 provided that:

- (a) the employee remains available for work until the date of lay-off; and
- (b) the employee is not terminated for just cause prior to the lay-off.

Severance pay shall be payable when the laid-off employee voluntarily resigns after a lay-off commences or when an employee's recall rights cease, whichever comes first.

- 10.10 In the event of a lay-off due to lack of work in situations other than permanent layoff, employees will be entitled to severance payments as set out in Article 10.11 when the lay-off exceeds six (6) months. Upon acceptance and receipt of such severance payment, the employee's employment with the Company is terminated and the employee will have no further seniority rights or right to recall.
- 10.11 Employees entitled to the severance payment as outlined in Articles 10.09 or 10.10 shall receive as such severance the greater of:
- (a) severance pay required by law; or
  - (b) an amount equivalent to not less than two weeks pay, plus 2 weeks pay for each year of continuous service in the employ of the Company; less any payment made by the Company in lieu of notice of termination greater than any payment in lieu of notice required by statute.
  - (c) Severance pay for a partial year of service will be calculated on a prorated basis.
- 10.12 For the purpose of this Article, one weeks pay is defined as the employee's basic hourly wage rate times forty [40] hours.

#### 10.13 RATE PROTECTION

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

- A] Employees who remain within their line of promotion/progression will have their existing rate maintained until the rate for the position in which they are placed, equals the protected rate.
- B] Employees who are placed outside their line of promotion/progression will have their existing rate protected for one year.
- C] To qualify for rate protection employees must:
  - 1] Successfully complete any training/retraining program to which they are assigned.
  - 2] Perform work to which they are assigned and qualified to perform.
  - 3] Use normal bidding procedures, wherever available, to return to equal or better than their former position.

#### 10.14 INTERDEPARTMENTAL BUMPING

- a. Where there is a significant reduction in forces in a department and the influx into a department is 10% or more, the Union and the Company will meet to review the Company's plans to minimize the significant disruptive impact on training, safety, productivity and costs of such influx.
- b. The Company will develop procedures to implement these plans with Union input, as necessary, to ensure maintenance of productivity and minimum disruption to the operation.

## **ARTICLE 11 - SUSPENSION/DISCHARGE**

A grievance arising from the suspension or discharge of an employee must be presented in writing to the Refinery Manager at Step 2 of the grievance procedure within fifteen (15) calendar days of the decision having been rendered.

- 11.01 An employee having 120 calendar days or more seniority will not be suspended or discharged until the charges against the employee have been investigated by Management. This will not mean that an employee cannot be immediately suspended pending an investigation.
- 11.02 Investigations will be held as quickly as possible, and the Chairperson of the Unit or, in the Chairperson's absence, a Committee member designated by the Union will be notified prior to the investigation. Wherever practicable, the Chairperson will be notified the working day prior to the meeting and may attend at the Chairperson's option.
- 11.03 An employee may be held out of service for investigation, only when the Refinery Management determines that the situation is prejudicial to the operation of the plant, its employees or the community. The employee will be given at least one working days notice of the investigation and notified of the charges against the employee, but this will not be construed to mean that a member of the supervisory staff, who may be at the refinery when the cause for investigation occurs, will be prevented from making an immediate investigation.
- 11.04 An employee may, if the employee so desires, have the assistance of the Steward at the investigation, and on request, will be furnished with a copy of the employee's own statement if made a matter of record at the investigation. The decision will be rendered within fifteen (15) calendar days from the date the investigation is held.
- 11.05 If the employee is found not at fault, the employee will be paid regular rates of pay for the regular scheduled hours of work lost, if any.

## **GRIEVANCE AND ARBITRATION**

- 11.06 Step 1. Employees may discuss any difference with their immediate Supervisor at any time and may request the presence of a Steward. However, if following such a discussion, an adjustment of complaint is desired, such complaint must be submitted in writing to the employee's Supervisor within ten (10) calendar days of the occurrence. The employee's Supervisor shall within ten [10] calendar days' give a written decision on the difference or dispute. At any grievance meeting, a Local or National Representative of the Union may be present.

Step 2. If the employee is not satisfied with the decision at Step 1 the employee shall advise the Manager in writing, within five [5] calendar days of the decision at Step 1. The Manager will then schedule a Step 2 grievance meeting within ten (10) calendar days. The grieving employee may be represented by up to two Union representatives at this meeting. The Manager will give the Union a decision in writing within five [5] calendar days. All policy grievances shall be submitted at Step 2 to the Refinery Manager

- 11.07 If the decision of the Manager is not satisfactory to the employee, the Union may submit the dispute to arbitration within ten [10] calendar days. Where the party filing the grievance does not submit a grievance to arbitration within the ten [10] calendar days specified, the grievance will be considered to be withdrawn.
- 11.08 The Chairperson of the Unit or a Steward or designate will be allowed reasonable time from work

with regular pay by the immediate Supervisor to investigate, analyze and settle grievances. When allowed time for this purpose, the employee shall notify the Supervisor before leaving their work area and upon returning to work, and the employee's absence will not be permitted to interfere unduly with the job.

- 11.09 No matter may be submitted to arbitration, which has not been properly carried through all previous steps of the grievance procedure.
- 11.10 When either management or the Union requests that a grievance be submitted to arbitration as above provided, that party will make such request in writing addressed to the other party to this Agreement and at the same time submit at least five (5) names of possible arbitrators. Within seven (7) calendar days thereafter, the other party shall choose one of the suggested arbitrators or submit its list of five (5) names of possible arbitrators. If agreement is not reached by the parties within an additional seven [7] calendar days, either party may request the Minister of Labour of the Province of Ontario to appoint a qualified arbitrator. No person may be appointed as an arbitrator who has been involved in any attempt to negotiate or settle the grievance.
- The decision of the single arbitrator will be in writing and be final and binding upon both parties of this Agreement and the employee or employees concerned.
- 11.11 The parties will jointly share the expenses of the single arbitrator.
- 11.12 The single arbitrator will not be authorized to make any decision inconsistent with the provisions of this Agreement, nor alter, modify, or amend any portion of this Agreement.
- 11.13 If at any step of the Grievance or Arbitration procedure, an agreement is reached settling the grievance, two [2] copies of a settlement memorandum in writing of the agreement reached will be made and signed by the representatives of the Company and the Union. Any agreement so reached will be final and binding on all concerned in connection with the grievance.
- 11.14 Time limits may be extended by mutual agreement between the parties.

## ARTICLE 12 - LEAVE OF ABSENCE

### 12.01 Union Business

Leave of absence without pay, but with maintenance of seniority and other rights, will be granted when operations permit to a maximum of five (5) employees, of which not more than two may be from a given department defined as Production, Maintenance or Lubeplex at the same time. Such leave[s] shall not exceed a cumulative total of one-hundred [100] days in any calendar year.

When leave of absence without pay is granted pursuant to the preceding paragraph, the leave shall be given with pay and the Union shall reimburse the Company for salary costs within thirty [30] days of receipt of the invoice.

All requests for Union leaves will be submitted to the Department Manager in writing or by electronic mail at least seven (7) calendar days in advance of the required leave by the unit chairperson or delegate copying the supervisor and Human Resources Advisor. The company will respond to the Union via Electronic mail with a copy to refinery payroll and the Human Resources Advisor.

### 12.02 Personal

Individual employees may, with the Company's consent in writing, obtain a leave of absence without pay, not exceeding one (1) month when, in the General Manager's opinion, conditions warrant it. The written consent will state the date at which the leave of absence begins and ends and unless the employee concerned returns to work on or before the end of such leave of absence, the employee's name will be removed from the seniority list, unless the employee can prove that there was justifiable reason for the delay. An employee whose name is removed from the seniority list as herein provided and who is allowed to return to work after the expiration date of the leave of absence will, for seniority purposes, be considered as a new employee. However, one-month extensions to the leave of absence, may be applied for in writing at least a week before the projected termination and, with the Company's consent in writing, granted. Requests for leave or extension of leave of absence during, May 1st to October 1st will receive consideration only under exceptional circumstances.

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

12.04 An employee required by law to serve as a juror or a crown witness, except in a case for which the employee has a personal interest, will be granted leave of absence for that purpose, provided the Company is properly notified. The employee will receive basic pay during this period, in line with work schedules.

## ARTICLE 13 - SAFETY AND HEALTH

13.01 The Company and the Union believe that through cooperative joint education, joint investigation of problems, and joint resolution of these problems, all Lubricants Centre work areas will be maintained safe and healthy for all employees.

The Company and Union recognize and agree to abide by the "Terms of Reference" of the following committees:

1. Refinery Joint Health and Safety Committee
2. Lubplex Joint Health and Safety Committee
3. Policy Health and Safety Committee

13.02 Such protective devices and protective wearing apparel, as the Company requires to be worn, will be worn. The Company agrees to provide a safety footwear subsidy of up to \$180 per year. The extent of the Company's participation in the purchase of outerwear and approved leather gloves will be as agreed between the Company and the Union.

Other equipment, as is in the opinion of the Company, necessary to protect the employees from injury, will be provided by the Company.

13.03 The Company agrees to provide and maintain a lunchroom, lockers, and reasonable washroom and sanitary facilities. The Union agrees that it will cooperate fully with the Company in the maintenance and cleanliness of these facilities.

13.04 The Company will provide adequate first aid facilities and will encourage and foster qualified first aid instruction for the employees.

13.05 In any Safety and Health Investigation meeting, upon the request of an employee involved in the investigation, a Safety Representative may attend with the employee[s].

13.06 Should the Occupational Health & Safety Act that governs the Lubricants Centre remove the provision for a worker to refuse unsafe work or the requirement for a certified representative, It is agreed that the parties would jointly enter into discussions to develop their own process to afford employees the same protection as outlined in the above legislation. Any such process must meet applicable legislative requirements.



**ARTICLE 14 - BULLETIN BOARD**

14.01 The Company agrees to the posting of notices of interest to the Union in the lockable Union notice cabinets only which are provided at the following locations:

- |  |                         |
|--|-------------------------|
| Change House                             | Boiler House            |
| Laboratory                               | Lubplex (2)             |
| Maintenance Building                     | Building Trades Shop    |
| Phoenix Control Room                     | White Oils Control Room |
| Pumping & Shipping Control Room          | Asphalt Control Room    |
| Asphalt Barrel House                     | Stores                  |
| Waste-water Treatment Plant Control Room |                         |

Such notices will include a disclaimer as agreed to between the parties.

14.02 There shall be no distribution or posting by employees of pamphlets, advertising, cards, notices [political or otherwise] or any other kind of literature upon Company property except as permitted by the Company. The definition of political material shall not include general union officer election materials or union referendum vote notices.

## **ARTICLE 15 - STRIKES AND LOCKOUTS**

- 15.01 Any restriction of production by the Union is specifically outlawed by the Agreement.
- 15.02 The Company has and retains the right to discharge any employee who practices or organizes any slow-down or restriction of production or service, or carries on Union activities during working hours without the permission of the Company.
- 15.03 There will be no lockout by the Company or strike, slow-down, sit-down, picketing, or other suspension of work or service by the employees during the life of this Agreement.
- 15.04 Members of the Union Negotiating Committee shall be free to discharge legitimate Union duties without fear that their relations with the Company may be affected in any way.

## ARTICLE 16 - CHECK-OFF

16.01 The Company shall deduct from the wages of each employee in the bargaining unit affected by this Collective Agreement regular Union dues. In the case of employees who are members of the Union, regular Union dues shall mean dues uniformly and regularly paid by a member of the Union. An employee is not required to become a member of the Union.

In the case of employees who are not members of the Union, regular Union dues shall mean the dues referred to in the preceding sentence, excluding any amount in respect of pension, superannuation, sickness insurance, applicable only to members of the Union.

The Secretary-Treasurer of Local 593 shall advise the Company of the regular Union dues with respect to the two aforementioned cases.

16.02 Individuals, who become regular full-time employees during the term of this Agreement, shall be subject to such deductions from the month of their hire, providing their date of hire falls in the week prior to the pay week from which such deductions are made. Otherwise, deductions will become effective the following month.

16.03 The total amount of all deductions made in any one month will be forwarded to the Secretary-Treasurer of the Union by the Company not later than the twenty-fifth (25th) day of that month, with a list of the employees from whose wages the deductions were made.

## ARTICLE 17 - GENERAL

- 17.01 (a) Each employee shall receive his or her pay by automatic bank deposit. Barring circumstances beyond the Company's control, the bank deposit shall be made and direct deposit notices distributed on the Thursday following the closing of the bi-weekly pay period, which is Monday.
- (b) In the event the Company determines that there has been an underpayment in an employee's pay, it shall be corrected:
- 1] the next pay provided the amount owing to the employee does not reduce the employee's pay to less than the equivalent base pay the employee is entitled to OR
  - 2] no later than the Thursday following the pay day in which the error occurred if the amount owing to the employee is less than the equivalent base pay the employee is entitled to
- (c) In the event the Company determines that there has been an overpayment in an employee's pay, it shall be corrected:
1. by lump sum payroll deduction, if the overpayment involved only one paycheck or the amount of the overpayment is less than fifty dollars OR
  2. by a repayment schedule through payroll deduction if the overpayment involved multiple paychecks or the amount of the overpayment exceeds fifty dollars:
    - a] not to exceed twenty-six (26) pay periods in duration, with a minimum payroll deduction of not less than twenty-five dollars per pay period; or
    - b] not to exceed thirteen (13) pay periods, with a minimum payroll deduction of not less than fifty dollars, if the employee does not agree to a repayment schedule.
  3. By other means, as may be mutually agreed between the Company and the employee.
- (d) If an employee separates from Company service before an overpayment is repaid, any amount remaining due the Company will be deducted from his/her final paycheck.
- 17.02 The Company will provide for the cleaning of not more than two outfits per employee, per week; such garments to be items of regular working apparel.
- 17.03 The Company agrees to meet every month or as required by mutual consent with six [6] employees representing the Union, including the Unit Chairperson for the purpose of discussing matters arising from the application of this agreement or other matters of mutual interest but will not discuss matters relating to active grievances or arbitrations. The parties will schedule such meetings, which shall not exceed two [2] hours, to ensure shift worker representation, wherever practicable.
- 17.04 Any bargaining unit member, involved in in-plant meetings to perform Union/Management business, shall be paid for such meetings at the regular straight time hourly rate. Should any member of the recognized Union committees be assigned to a higher classification rate, at straight time, during a regular shift in which a committee meeting is convened, the employee's pay will be maintained at the higher rated classification while absent from the job to attend that meeting.

17.05 It is agreed that a representative of the Union executive will be provided an opportunity to present the National Union Orientation Program to regular full-time new hire Unit employees. Such presentations will be limited to thirty (30) minutes and scheduled by the Company to minimize disruption to plant operations, and will not constitute additional cost to the Company.

17.06 The Company agrees that employees covered by this Agreement shall, during the term of the said Agreement, be entitled to participate in all such benefit plans in accordance with their provisions, as are in effect for all the employees in general.

The Company further agrees that any changes or amendments that may be made to such plans during the lifetime of this Agreement, shall be made applicable to the employees covered by this Agreement.

17.07 The Parties agree to establish a Union Delegates process for the purpose of improving communication to all areas of the plant and assist the Union Executive in dealing with business and Union issues. A maximum of five [5] Delegates may meet with the Union Executive once per month in the Plant on Company time for up to two [2] hours. It is the responsibility of the Union to schedule the meeting, book the room and request release for appropriate Members.

17.08 The parties agree that the Union shall be provided access to office space under the following conditions:

1. **Facilities Provided** - Filing cabinet to be exclusively for the use of the Union. Other normal office facilities. The Union shall be responsible for the payment of any long distance charges.
2. **Access** - Operations permitting, the office will be available to the appropriate Union members between the hours of 7:00 a.m. and 6:00 p.m., Monday to Friday when they are not on their working hours. They must obtain leave of absence in the normal manner to access the office during their working hours. No other employees are entitled to access unless they are with a member of the Union Executive and have obtained any required leave of absence in the normal manner. Access on weekends or at other times in off-hours may be available to Union Executive only, subject to prior approval.
3. **Term** - Should the Company wish to terminate this arrangement, it will provide the Union with at least 30 days' notice.

## **ARTICLE 18 TEMPORARY EMPLOYEES**

- 18.01 Temporary employees shall be hired pursuant to such methods as the Company may establish and shall not be employed in lieu of regular full-time employees. They will be hired for a term not to exceed three hundred and sixty [360] calendar days for each appointment. Such employees have no daily or weekly work hour guarantee. Temporary employees shall have a break in service of at least sixteen [16] calendar days between appointments.
- 18.02 Each temporary employee shall be considered on probation throughout their term of employment, and may be subject to termination, as per minimum legislative requirements in effect at the time.
- 18.03 Temporary employees will not be eligible for and will not participate in any Company benefit plans. Vacation pay entitlement, holiday pay and other terms of employment shall be in accordance with the minimum standards of the Employment Standards Act (Ontario). The Company shall deduct and remit Union dues from the wages of temporary employees after the employee has been engaged for four [4] continuous workweeks.
- 18.04 Temporary employees shall not accrue seniority nor have any seniority rights under the Collective Agreement.
- 18.05 Temporary employees shall not be covered by any of the provisions of the Collective Agreement other than Article 1 [except 1.06], Article 11.06-11.14 inclusive on the same basis as probationary employees and subject to the provisions of Article 15, Article 16, Article 17.01 and Article 18.
- 18.06 The Company will pay each temporary employee the same regular rate and overtime premium as negotiated for regular full-time employees. Temporary employees will only be eligible for overtime work after the appropriate signup list has been exhausted.

**ARTICLE 19 MODIFICATION, RENEWAL AND TERMINATION**

- 19.01 This Agreement shall become effective on the first day of ???, 2001 and shall remain in full force and effect up to and including the 31st day of January, 2004.
- 19.02 Either party hereto may give the other party notice in writing not more than 120 days and not less than 30 days prior to the termination date of this Agreement of its desire to bargain with a view to the renewal, with or without modifications, of this Agreement or to the making of a new Agreement.
- 19.03 This Agreement constitutes the entire Agreement between the parties, and nothing shall add to or supersede any of the provisions contained herein, except by mutual written agreement.

Agreed to as of ?? day of 2001 ????.

FOR THE COMPANY

FOR THE UNION CEP Local 593

\_\_\_\_\_  
R. Augustine

\_\_\_\_\_  
B. Richard

\_\_\_\_\_  
J. Horgan

\_\_\_\_\_  
G. Bennink

\_\_\_\_\_  
R. Major

\_\_\_\_\_  
J. McDermid

\_\_\_\_\_  
M. Perreault

\_\_\_\_\_  
J. Hassard

\_\_\_\_\_  
D. Belliveau

\_\_\_\_\_  
B. Coe

\_\_\_\_\_  
C. Posadas

\_\_\_\_\_  
W. Drayer

\_\_\_\_\_  
S. Martin

\_\_\_\_\_  
D. Gilmour

\_\_\_\_\_  
M. Romano

\_\_\_\_\_  
D. van Nostrand

# APPENDIX 'A' - REFINERY

## LINE OF PROGRESSION FOR HOURLY RATED JOB POSITIONS

Maintenance		TLM	Production				Barrel	Stores	Laboratory
			White Oils	Phoenix	Utilities	P&S/ Asphalt			
Technician 1	Technician includes prior classifications of: Pipefitter Welder Electrician Industrial Mechanic Instrument Person Building Trades Equipment Operator Mechanic Inst./Elec. Lubeplex	Safety Inspector 1	Technician 1	Technician 1	Technician 1	Technician 1	Handler 1	Storesperson 1	Technician 1
Technician 2		Safety Inspector 2	Technician 2	Technician 2	Technician 2	Technician 2	Handler 2	Storesperson 2	Technician 2
Technician 3		Technician 3	Technician 3	Technician 3	Technician 3	Technician 3		Storesperson 3	Technician 3
Technician 4		Technician 4	Technician 4	Technician 4	Technician 4	Technician 4			Technician 4
Technician 5		Technician 5	Technician 5	Technician 5	Technician 5	Technician 5			Technician 5
Technician 6		Technician 6	Technician 6	Technician 6	Technician 6	Technician 6			Entry
			Technician 7	Technician 7	Technician 7	Technician 7			
			Technician 8	Technician 8	Technician 8	Technician 8			
			Entry	Entry	Entry	Entry			

### Maintenance Hourly Rates of Pay Schedule

Level	Technician 6	Technician 5	Technician 4	Technician 3	Technician 2	Technician 1
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<b>Feb 1/2001</b>	22.30	25.17	29.43	30.04	30.53	31.38
<b>Feb 1/2002</b>	22.97	25.93	30.31	30.94	31.45	32.32
<b>Feb 1/2003</b>	23.66	26.71	31.22	31.87	32.39	33.29

\*\*Note – Employee’s previously employed in the Classification of Instrument Technician remain at the rate of \$28.52 until they obtain the New Maintenance Technician 3 Level. At such time they will assume the rate in the schedule above.

**Laboratory Hourly Rates of Pay Schedule [\$]**

Level	Entry	Technician 5	Technician 4	Technician 3	Technician 2	Technician 1
Feb 1/2001	21.89	23.07	24.26	25.95	29.11	29.63
Feb 1/2002	22.55	23.76	24.99	26.73	29.98	30.52
Feb 1/2003	23.23	24.47	25.74	27.53	30.88	31.44

**Production Hourly Rates of Pay Schedule [\$]**

Classification	Entry	Technician 8	Technician 7	Technician 6	Technician 5	Technician 4	Technician 3**	Technician 2	Technician 1
Current	20.18	21.16	22.50	23.93	25.84	26.93	29.02	30.06	31.54
Feb 1/2001	20.89	21.90	23.29	24.77	26.74	27.87	30.04	31.11	32.64
Feb 1/2002	21.51	22.56	23.99	25.51	27.55	28.71	30.94	32.05	33.62
Feb 1/2003	22.16	23.23	24.71	26.28	28.37	29.57	31.86	33.00	34.63
	[first 120 calendar days included in Tech. 8]								

\*\* Technician 3 rates are for fully qualified employees who have completed all required courses in Performance Based Progression including i]Small bore piping and insulation, ii]Information technology and PMPD heaters and instrument analyzer and iii]Laboratory testing and PMPD rotating equipment.

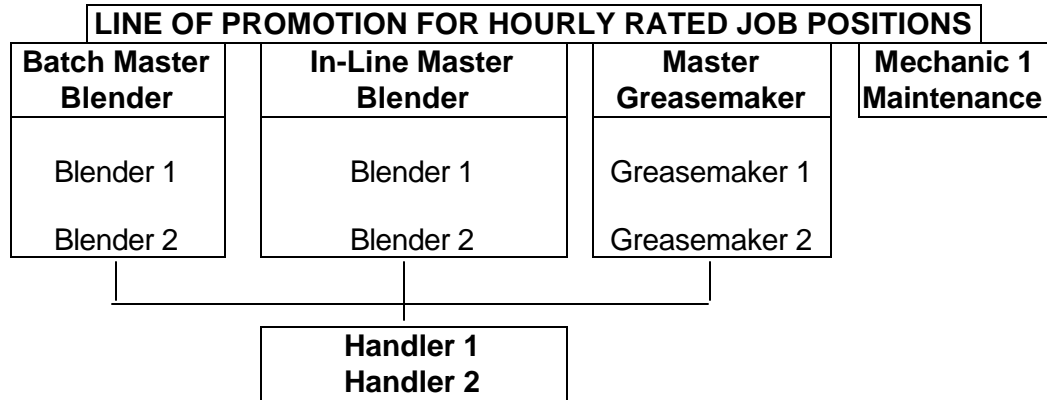
**TLM / Stores / Barrel House Hourly Rates of Pay Schedule [\$]**

	Jan 31/01	Feb. 1/01	Feb. 1/02	Feb 1/03
Position		3.5%	3%	3%

Safety Inspector #1	28.42	29.41	30.29	31.20
Safety Inspector #2	24.30	25.15	25.90	26.68
Storesperson #1	23.90	24.74	25.48	26.24
Storesperson #2	21.81	22.57	23.25	23.95
Storesperson #3	20.70	21.42	22.06	22.72
Handler 1	21.75	22.51	23.19	23.89
Handler 2	20.18	20.89	21.52	22.17

Handler 2 in Barrel House will progress to Handler 1 after demonstrated performance of the capabilities required.

# APPENDIX 'B' - LUBEPLEX



Lubplex Hourly Rates of Pay Schedule [\$] Employees hired before Feb 1/01					Lubplex Hourly Rates of Pay Schedule [\$] Employees hired after Feb 1/01			
	Jan 31/01	Feb. 1/01	Feb. 1/02	Feb 1/03		Feb 1/01	Feb 1/02	Feb 1/03
Position					Position		3%	3%
Mechanic #1	28.82	29.83	30.73	31.65				
Warehouse #1	25.71	25.71	25.71	25.71	Warehouse	20.91	21.54	22.19
Master Blender	29.65	29.65	29.65	29.65	Master Blender	24.11	24.83	25.57
Master Greasemaker	29.65	29.65	29.65	29.65	Master Greasemaker	24.11	24.83	25.57
Blender #1	27.74	27.74	27.74	27.74	Blender #1	22.55	23.23	23.93
Greasemaker #1	27.74	27.74	27.74	27.74	Greasemaker #1	22.55	23.23	23.93
Blender #2	25.71	25.71	25.71	25.71	Blender #2	20.90	21.53	22.18
Greasemaker #2	25.71	25.71	25.71	25.71	Greasemaker #2	20.90	21.53	22.18
Handler #1	22.14	22.14	22.14	22.14	Handler #1	18.00	18.54	19.10
Handler #2	20.18	20.18	20.18	20.18	Handler #2	16.41	16.90	17.41
Handler 1 Pool [fully trained Blender 2/Greasemaker 2]	22.99	22.99	22.99	22.99	Handler 1A Pool ^	18.69	19.25	19.83

*Mechanic #1 in Lubplex receives increases of 3.5% Feb 1/2001, 3.0% Feb1/2002, 3% Feb 1/2003. Rates apply to employees hired into this job before and after Feb 1/2001.*

Movement to any Level including from Handler 2 to Handler 1 is dependent upon demonstrated performance of the capabilities required.

**Appendix 'C'**  
**MISSISSAUGA LUBRICANTS CENTRE**

**PRINCIPLES: PERFORMANCE BASED PROGRESSION PROGRAM IN  
PRODUCTION - MAINTENANCE - LABORATORY**

This Program shall be continuously updated. Specific job details, abilities, tasks, skills and knowledge will evolve and change over time, and will be incorporated into this Program as needed to ensure a competitive position. Progression is dependent upon demonstrated performance of the capabilities.

Details of the program are as follows:

Current employees are those hourly employees regularly assigned as Production Operators, Maintenance Mechanic 1's (excluding Lubplex) or as Laboratory Technicians as of March 20th, 2000.

**CAPABILITY**

The demonstrated ability to apply skills and knowledge, on the job, in the desired way and achieve the desired outcome. All employees will perform all work they are trained in and qualified to perform, safely and as required.

**TRANSITION:**

Current employees have been placed in the system, at their current base rate of pay, as per the CBA, as outlined below:

**PRODUCTION**

<b>Current Classification</b>	<b>New Level</b>
A/O Phase 1 and 2	Technician 8
A/O Phase 3	Technician 7
A/O Phase 4	Technician 6
A/O	Technician 5
Operator #2	Technician 4
Operator #1	Technician 3
	Technician 2
	Technician 1

Note 1: Masters will remain Masters at their current base rate of pay, until they demonstrate Technician 2 and Technician 1 capabilities.

Note 2: Current employees in Technician 8, 7, 6 and 5 positions, fully qualified in a higher Level and demonstrating required Level capabilities, acceptable to the PAT Leader, will be placed in the system at a higher technician level to a maximum level of Technician #4.

**MAINTENANCE** (excluding Lubplex)

**LABORATORY**

<b>Current Classification</b>	<b>New Level</b>		<b>Current Classification</b>	<b>New Level</b>
Mechanic 1	Maintenance Technician 4		Laboratory Technician 1	Laboratory Technician 2

**GENERAL**

Current employees have been placed in the system, at their positions current base rate of pay. They will have six (6) months from date of returning to work, to progress, without having to wait the twelve (12) month time requirement between each level of the Progression. Current Production and Maintenance employees will be able to select enhanced skills from the appropriate matrix at any level to acquire the "credits" required to progress to the next level. Progression will require that employees demonstrate the necessary capabilities and that the acquisition and demonstration of those skills have been verified through the completion of one of the following:

1. A Competency checklist
2. Successfully completed training (TRIM records) and is regularly performing the work to Company standards.
3. Has a Certificate of Qualifications from a Company recognized institution or training facility.

This six-month period is an opportunity to progress based on employees' current competencies.

Following the completion of this six-month period, employees will enter the Progression Program at their current, verified level. Employees will be given credit for time at current level of progression.

Employees are expected to continue demonstrating capabilities on the job on an ongoing basis. Rotation of tasks, within the capabilities of employees, will begin at that point.

### **EMPLOYEES AFFECTED**

All employees in Production Areas including White Oils, Phoenix, Pumping & Shipping-Asphalt and Utilities (excluding the Barrel House)

All employees in Maintenance classified as Mechanic 1 (excludes Lubeplex)

All employees in the Laboratory.

### **PRINCIPLES**

Participation in the Progression Program shall be mandatory and employees are required to complete phases within specified timeframes in the respective progression program. Each phase must be successfully completed before the employee may move to the next phase.

An extension may be granted in extenuating circumstances. In such cases, an action plan will be developed to enable the employee to meet the expected level of qualification.

New entries (a person choosing to bid into a department or area) will be treated as new employees and are required to progress to a Technician/Maintenance Technician 1. All earned theory and enhanced skills will be portable.

### **Production**

All current employees must progress to Technician 3 as a minimum. In Utilities employees must hold a valid Second Class Stationary Engineer ticket to progress to Technician 2. Employees in Utilities with a Second Class Stationary Engineer ticket will not be required to do the API pilots with the exception of fire fighting and distillation.

### **Maintenance**

All current Craftspersons must progress to Maintenance Technician #2 as a minimum.

### **Laboratory**

All new Laboratory Technicians must progress to Laboratory Technician 1. Employees who have been bumped or displaced from the Laboratory and re-enter the Laboratory will not be required to possess a Community College diploma. New entries and new hires will have a Community College diploma.

### **DEVELOPING/ MAINTAINING AND APPLYING SKILLS**

Each individual is responsible to ensure that all acquired capabilities are maintained and/or enhanced and that any/all deficiencies are reviewed with the immediate Supervisor for remedial action.

### **Production/Laboratory**

Rotation will be set up, with Supervisory approval, taking into consideration the training, experience, and qualifications of the team members and particular circumstances for their respective team and/or the Technicians on Shift.

If rotation is not being accomplished by a respective team, that meets the above principles, then Management will implement a rotation schedule.

### **TEMPORARY MOVE-UP**

#### **Production**

All Technician 1's, having volunteered, who are deemed qualified and have been selected to temporarily move up to Supervisory positions, will be required to move up.

Special assignment rate will only be paid to the selected candidate(s) who temporarily move-up to supervisory positions. Individuals currently acting in the roles of supervisory staff will continue to do so.

#### **Maintenance**

All Maintenance Technician #1's, having volunteered, who are qualified and have been selected will temporarily move up to Maintenance Co-ordinator, Supervisor and Area Supervisor for major shutdowns.

Special Assignments will only be paid to the selected candidate(s) for move-up to Maintenance Co-ordinator, Supervisor and Area Supervisor for major shutdowns.

### **SPECIAL ASSIGNMENTS**

Management will inform the Union when the Special Assignment (S.A.) rate will no longer apply due to sufficient qualified employees being available [except for the already identified positions above]. The S.A. rate employees will be paid, up to the time when Management informs the Union that S.A. rate no longer applies, as follows:

- 1) Assistant Operations Shutdown Coordinator; to assist in Training programs; and those assigned by the current S.A. process – ten [10]% of their current base rate of pay;
- 2) Safety Coordinator; Supervisor, Acting as a Training Instructor; - twelve [12] % of their current base rate of pay;
- 3) Operations Shutdown Coordinator, Shutdown Supervisor; Laboratory Supervisors, Shift Coordinators; Operations coordinators; Maintenance Coordinators; Supervisor – Fifteen (15) % of their current base rate of pay.

## **IMPLEMENTATION**

### **Production**

All current employees must progress to Technician 3. Limited accommodation of current employees is possible after attainment of Technician 5 (10% or no more than one person on any shift).

Once current employees reach the position of Technician 3, they must declare that they do not wish to progress further by way of written notice. Upon such written notice, the employee must remain a Technician 3 for a minimum period of 12 months. After the 12-month period has expired, the employee can give notice in writing that they wish to progress to a higher level as a Technician.

It is mandatory for all existing Master Operators, and those currently qualifying as Master Operators, to progress to Technician 1.

New employees and New entries (persons choosing to bid into a department or area) after March 20th, 2000 must progress to a Technician 1.

### **Maintenance**

All current Mechanic 1's are required to progress to Maintenance Technician #2, as a minimum. Current employees assigned to the Mechanic 1 classification must maintain the minimum mandatory Maintenance Technician #4. Limited accommodation of current employees is possible up to a Maintenance Technician #2 (no more than 10% per trade).

Progression beyond Maintenance Technician #2 is voluntary for current employees and is in accordance with the Maintenance Matrix. Should the employee not be able to successfully complete the requisite skills and training for Maintenance Technician 1, the Company will reclassify the employee to Maintenance Technician #2 with corresponding pay.

New employees and New entries [persons choosing to bid into a department or area] after March 20, 2000 must progress to a Maintenance Technician #1.

### **Laboratory**

All current Laboratory Technicians must progress to Laboratory Technician #2. Limited accommodation of current employees is possible after obtaining Laboratory Technician #2.

New employees and New entries [persons choosing to bid into a department or area] after March 20<sup>th</sup>, 2000 must progress to a Laboratory Technician #1.

## **PERFORMANCE REVIEWS**

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

## **ONGOING VERIFICATION**

Employees will undergo ongoing verification of their capabilities. Verification methods shall be consistent. This is not intended as a re-test of all aspects of the program. Individuals may be expected, however, to use their capabilities to demonstrate proficiency in procedures, critical tasks, and other aspects of the job. Employees will be given advance notice as to timing and content prior to undergoing any review.

## **PROGRESSION**

The Company will include the capabilities in the Training Program on the understanding that it shall be modified over time where required. Specific job details and tasks will evolve and change over time and will be incorporated into the training program and capability requirements for all positions as needed to

ensure a competitive position.

Acquisition and demonstration of additional skills for current employees (only) to provide opportunity for employees to expedite their progression to the next rate of pay. These incremental premiums are part of the rate progression, not an addition to. All the following capabilities must be obtained within three [3] months of returning to work:

Small bore piping and insulation = \$ .20

Information technology (LAN, LMS, ProAct, E-mail and SAP) and PMPD heaters and instrument analyzer = \$ .20

Laboratory testing and PMPD rotating equipment = \$ .20

The above three- [3] capabilities are mandatory of all technicians in the Operations area. The premiums are in addition to regular base rate until the employee achieves the next higher Technician Level or Technician #3. Upon reaching the next higher Technician Level or Technician #3, the above amounts are included in the rate and are not in addition to the rate identified in the CBA.

### **PHASE PROGRESSION DEVELOPMENT**

The Union will be given the opportunity for input into the design and development for the respective programs.

### **Redeployment/Reclassification/Accommodation**

If an employee is unable to obtain and/or maintain the capabilities required within the Program, the Company may deploy or reclassify the employee to a position compatible with their capabilities at the appropriate rate for the job. Employees must achieve and maintain the minimum mandated progression stage for continued employment.

### **Production**

#### **Day Assignment for a Shift Worker**

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



## **LETTER OF AGREEMENT INDEX**

1. Settlement of Maintenance Issues
2. Employment Security
3. Safety, Health and Industrial Relations Training Fund
4. WSIB Benefits Level
5. Workforce Adjustment

## LETTER OF AGREEMENT [1]

### SETTLEMENT OF MAINTENANCE ISSUES

The Mississauga complement of maintenance personnel, as of January 31, 2001 is eighty-eight [88].

Effective, February 1, 2001, the complement number referenced above shall be reduced by one for each employee that leaves the Maintenance Department. Any employees hired into the Maintenance Department after February 1<sup>st</sup>, 2001 will not result in an increase to the Maintenance Complement.

Reductions to the Maintenance Department complement will be managed through attrition, voluntary retirement, such voluntary severance opportunities as may be offered by the Company or other methods until the complement reaches sixty-one [61].

The Company and the Union agree to work together to identify initiatives to assign existing, active maintenance employees above the complement of sixty-one [61] to work that will utilize their skills. All employees will retain their departmental seniority.

## **LETTER OF AGREEMENT [2]**

### **EMPLOYMENT SECURITY**

Performance of work for the Company by contractors at this location will not serve to alter any right an employee has under the terms of this Agreement nor cause the lay-off of any employee in the Bargaining Unit.

The Company is prepared to give the Union the assurance that prior to sending work outside the Plant, preference will be given to assigning this work to qualified and available Bargaining Unit employees dependent upon maintaining operating efficiencies and the availability of equipment and machinery necessary to do the work.

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

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

The Company and the Union agree to assist the employee in identifying outside subsidies that may exist and assist the employee in qualifying for such subsidies.

## **LETTER OF AGREEMENT [3]**

### **SAFETY, HEALTH AND INDUSTRIAL RELATIONS TRAINING FUND**

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

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

The Union agrees to provide a fund audit as requested.

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

This Memorandum will be included as part of all local collective agreements and unless cancelled by either party within thirty days prior to the end of the current collective agreement all terms and conditions will continue to apply.

## **LETTER OF AGREEMENT [4]**

### **WSIB BENEFIT LEVEL**

In the event that the level of WSIB benefits is reduced, the Company commits to continue the practice of topping up these benefits to 100% of an employee's base earnings for 52 weeks.

## **LETTER OF AGREEMENT [5]**

### **WorkFORCE ADJUSTMENT**

Should any workforce adjustment initiatives lead to a reduction in the workforce, the Company and the Union agree to explore the following methods, where possible, taking into account the qualifications of the employees to be affected:

- Reductions in contractors regularly performing Bargaining Unit work will take place provided qualified Petro-Canada employees demonstrate a willingness and desire to perform the work in question in an efficient and competitive manner.
- Voluntary retirement will be offered to selected, eligible employees.
- Voluntary termination will be offered to selected employees.
- Where possible, redeployment, of employees, within the Company.

Should, these methods still not provide sufficient workforce reduction required, the Union and the Company, agree that layoffs may be necessary and this will be done in conjunction with the terms of the Collective Agreement.