

AGREEMENT

between

**SHELL CANADA
PRODUCTS LIMITED
(Sarnia Refinery)**

and

**THE COMMUNICATIONS,
ENERGY & PAPERWORKERS
UNION OF CANADA
LOCAL 848**

1997-2001

**Effective February 1, 1997
to January 31, 2001**

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AGREEMENT

MEMORANDUM OF AGREEMENT entered into
on the First Day of February, 1997

BETWEEN:

SHELL CANADA PRODUCTS LIMITED (Sarnia
Refinery), operating an oil refinery at Corunna
(Sarnia), Ontario, hereinafter referred to as the
Company

**of the First Part
and**

LOCAL 848, COMMUNICATIONS, ENERGY &
PAPERWORKERS' UNION, hereinafter referred to
as the Union

of the Second Part

WHEREAS THE UNION has been certified by the
Labour Relations Board of the Province of Ontario
as bargaining agent for certain employees of the
above named Company as hereinafter set forth:

NOW THIS AGREEMENT WITNESSETH as
follows:

ARTICLE I

PURPOSE

- 1.01** The general purpose of this Agreement is to establish mutually satisfactory relations between the Company and its employees and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.

ARTICLE II

RECOGNITION

- 2.01** The Company recognizes the Union as the sole collective bargaining agency for all employees of the Company at its Sarnia Refinery, save and except foremen, persons above the rank of foreman, off ice staff, Plant Protection Department employees, laboratory employees (other than laboratory analysts).

ARTICLE III

RELATIONSHIP

- 3.01** The parties hereto mutually agree that any employee of the Company covered by this Agreement may become a member of the Union if the employee wishes to do so, and may refrain from becoming a member of the Union if the employee so desires.
- 3.02** The Company agrees that no employee shall in manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in any labour **organization** or by reason of any activity or lack of activity in any labour **organization**.
- 3.03** The Union agrees it will not discriminate against, coerce, restrain, or influence any employee because of their membership or non-membership, their activity or their lack of activity in any labour **organization**.
- 3.04** The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the Company without the permission of Management.

3.05 The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent of the unit, and realizes that, in order to provide maximum opportunities for continuing employment, good working conditions, and better than average wages, the Company must be in a strong market position, which means it must produce at the lowest possible costs consistent with fair labour standards. The Union, through its bargaining position, assumes a joint responsibility in the attainment of these goals. The Union therefore agrees that it will co-operate with the Company and support its efforts to assure a full day's work on the part of its members; and it will actively combat absenteeism and any other practices which restrict production. It further agrees that it will support the Company in its efforts to eliminate waste in production; conserve materials and supplies; improve the quality of workmanship; prevent accidents and strengthen good will between the employer, the employee and the public.

ARTICLE IV

DEDUCTION OF UNION DUES

- 4.01** The parties to this Agreement agree that any employee of the Company covered by this Agreement may choose to, or refrain from, becoming a member of the Union. Notwithstanding the foregoing, the Company will deduct from the wages of all employees covered by this Agreement, the uniformly established monthly dues as provided to the Company by the local Union Treasurer.

ARTICLE V

MANAGEMENT RIGHTS

- 5.01** The Union acknowledges that it is the exclusive function of the Company to hire, promote, demote, transfer, layoff and suspend employees and also the right of the Company to discipline or discharge any employee for just cause, provided that a claim by an employee, who has acquired seniority, that the employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided. The Company agrees that it will not exercise these functions in a manner inconsistent with the express provisions in the Agreement.
- 5.02** The Union further recognizes the right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities. The location of the plants, the direction of the working forces, the products to be produced, the schedules of operations, the right to decide on the number of employees needed by the Company at any time, the right to use improved methods, machinery and equipment and jurisdiction over all operations, building, machinery, tools and employees at the

plant aforesaid are solely and exclusively the responsibility of the Company. The Company also has the right to make and alter from time to time and to enforce rules and regulations to be observed by the employees, but before altering any such rules, the Company will discuss same with the Union Executive and give them an opportunity to make representations regarding such proposed alterations. Such rules and regulations shall not be inconsistent with the terms of this Agreement.

5.03 Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that breach of any of the plant rules, or of any of the provisions of this Agreement, shall be conclusively deemed to be sufficient cause for the dismissal of an employee.

ARTICLE VI

PLANT COMMITTEE

6.01 (a) The Company acknowledges the right of the Union to appoint or otherwise select a plant committee, otherwise known as the Local Union Executive, which shall be composed of not more than six employees. Each member of this committee, and all stewards, shall have reached the age of majority, shall have at least three months' seniority with the Company, and shall be regular employees of the Company during their time of office.

(b) Upon notification by the Union, the Company agrees to recognize 10 stewards, the number and jurisdictional areas to be as follows:

Steam Plant and C.O. Boiler	1
Laboratory	* 1
Dispatching	2
Maintenance	2
Process*	4

6.02 The jurisdiction of each of the stewards and the name of each steward, and the chairperson of the plant committee from time to time selected, shall be given to the Company in writing and the Company shall not be required to recognize any such steward until it has been notified in

writing by the Union of the name and jurisdiction of same.

- 6.03** The Company undertakes to instruct all members of its supervisory staff to cooperate with the stewards in the carrying out of the terms and requirements of this Agreement.
- 6.04** The Union undertakes to secure from its officers, stewards and members, their cooperation with the Company and with all persons representing the Company in any supervisory capacity.
- 6.05** If a meeting is called by mutual agreement between the Company and any **recognized** committee of the Union, the members of the committee attending the meeting will be paid at their regular hourly rates for the duration of the meeting if the meeting is held during their regular working hours. It is understood that members of such committee will only be paid for such hours that they would have normally worked if the meeting had not been held. Employees called in or held over to replace Union members attending a meeting will be paid at prevailing overtime rates.

ARTICLE VII

GRIEVANCE PROCEDURE

- 7.01** The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.
- 7.02** No grievance shall be considered
- (a) which usurps the function of the management, or
 - (b) where the circumstances giving rise to it occurred or originated more than two full working days before the filing of the grievance.
- 7.03** (a) Grievances properly arising under this Agreement shall be adjusted and settled as follows:
- Step No. 1** -The aggrieved employee shall present the grievance orally or in writing to supervision as designated by the Company. The employee shall have the assistance of their steward if they so desire. If a settlement satisfactory to the employee concerned is not reached within 72 hours (or any longer period which is mutually agreed upon), the grievance may be presented as follows at any time within 72 hours thereafter.

Step No. 2 - The aggrieved employee may with their steward present their grievance (which shall be reduced to writing on a form supplied by the Union and approved by the Company) to the Department Head or, in their absence, the Assistant or Acting Department Head, who shall consider it in the presence of the person or persons presenting same, and the foreman or supervisor, and render their decision in writing.

Should no settlement satisfactory to the employee be reached within 72 hours, the next step in the grievance procedure may be taken at any time within 72 hours thereafter.

Step No. 3 - (a) The aggrieved employee may submit their grievance in writing to the Local Union Executive. The Local Union Executive and the employee (if the employee so desires) shall meet as promptly as possible with Management to consider the grievance.

Step No. 3 - (b) The Company agrees that the Union may substitute an elected steward for a member of the Union Executive when the department from which the grievance

originated is not represented on the Union Executive. In such cases, Management must be given ample notice of the substitution.

Step No. 3 - (c) It is further understood and agreed between the parties that, providing **24** hours advance notice has been given to the Company, a representative of the Communications, Energy & Paperworkers' Union may attend third-step grievance hearing meetings if the Union Executive desires the presence of such a representative.

7.04 If final settlement of the grievance is not completed within seven working days after deliberations have commenced and if the grievance is one which concerns the interpretation or alleged violation of the Agreement, the grievance may be referred by either party to a Board of Arbitration as provided in **Article VIII** below at any time within 21 days thereafter, but not later.

ARTICLE VIII

ARBITRATION

- 8.01** Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined in **Article VII** above, and which has not been settled, will be referred to a Board of Arbitration at the request of either of the parties hereto.
- 8.02** The Board of Arbitration will be composed of one person appointed by the Company, one person appointed by the Union and a third person to act as chairperson chosen by the other two members of the Board.
- 8.03** Within 48 hours of the request by either party for a Board, each party shall notify the other of the name of its appointee.
- 8.04** Should the person chosen by the Company to act on the Board, and the person chosen by the Union, fail to agree on a third person within seven days of the notification mentioned in 8.03 above, the Minister of Labour for the Province of Ontario will be asked to nominate a member of the judiciary of the Province of Ontario to act as chairperson.

- 8.05** The decisions of a Board of Arbitration constituted in the above manner shall be binding on both parties.
- 8.06** The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 8.07** Each of the parties to this Agreement will bear the expenses of the arbitrator appointed by it; and the parties will jointly bear the expenses, if any, of the chairperson.
- 8.08** No person shall be selected as arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

ARTICLE IX

DISCHARGE CASES

- 9.01** In the event of any employee who has attained seniority being discharged from employment, and the employee feeling that an injustice has been done, the case may be taken up as a grievance.
- 9.02** All such cases shall be taken up within three working days and disposed of within seven days of the date the employee is notified of their discharge, except where a case is taken to arbitration. A claim by an employee who has attained seniority that they have been unjustly discharged from their employment shall be treated as a grievance if a written statement of such grievance is lodged with the General Manager Manufacturing or, in their absence, the Operations Manager, within three working days after the employee ceases to work for the Company. All preliminary steps of the grievance procedure prior to Step Number 3 will be omitted in such case.
- 9.03** Such special grievance may be settled by confirming the Management's action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties.

ARTICLE X

NO STRIKES - NO LOCK OUTS

- 10.01** In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there will be no strike, picketing, slowdown or stoppage of work, either complete or partial, and the Company agrees that there will be no lockout.
- 10.02** The Company shall have the right to discharge or otherwise discipline employees who take part in or instigate any strike, picketing, stoppage or slowdown, but a claim of unjust discharge or treatment may be the subject of a grievance and dealt with as provided in **Article VII** above.
- 10.03** Should the Union claim that a cessation of work constitutes a lockout, it may take the matter up with the Company as provided in subsection **7.04** of **Article VII**.

ARTICLE XI

HOURS OF WORK

WAGES AND OVERTIME

11.01 General -

- (a) The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.
- (b) The hours of work shall be assigned by the Company and reasonable notice of change of hours of work shall be given to the Union Executive except in case or cases of emergency, such as illness or equipment breakdown.
- (c) Employees working Night shift will normally not be required to continue work into Day shift, but if, due to emergency, it is necessary to continue working such employees into Day shift, every effort will be made to limit the extra work to four (4) hours.

11.02 Definitions -

For the purpose of this Agreement:

Shift Workers - shall be construed as meaning those employees who work three 8-hour or two 12-hours rotating shifts and who are paid for the lunch period, or employees working a scheduled shift between the hours of 3:30 p.m. and 7:30 a.m., or working two rotating shifts.

Day Workers - shall be construed as meaning all those employees who are not shift workers as defined above.

11.03 Hours of Work - Regular Hours

(a) Day Workers - The normal work period shall be eight (8) hours per day and an average of thirty-seven and one-third (37-1/3) hours per week based on the agreed upon schedules. The week shall normally be Monday through Friday. The normal working hours for such employees shall be 7:30 a.m. to 4:00 p.m., with one-half hour for lunch. It is recognized that it may be necessary to establish schedules for certain employees, which may involve work on Saturdays and/or Sundays or periods of the day or evening not conforming with the regular hours of the majority of the non-shift employees, and which will be the regular working hours for such employees. Every effort will be made

to keep such schedules at a minimum. If a day worker is requested by the Company to work during a regularly scheduled lunch period, the employee will be paid applicable overtime rates for the time worked in the lunch period and will be permitted to take **30** minutes, if required, on their own time for lunch when operations permit.

(b) **Shift Workers on 8-Hour Rotating Shifts** will work a normal shift of eight (8) consecutive hours per day and an average of thirty-seven and one-third (37-1/3) hours per week in conformity with the following shift schedules established by the Company. The usual shifts are:

7:30 a.m. to 3:30 p.m. - "A" shift

3:30 p.m. to 11:30 p.m. - "B" shift or
2nd shift

11:30 p.m. to 7:30 a.m. - "C" shift or
3rd shift

(c) **For Shift Workers working the continuous, rotating 12-Hour schedule**, the following provisions will apply:

(i) In Process and Dispatching the 4-team schedule which embodies shift integrity and averages 37.3

hours per week, shall apply to those employees on continuous rotating shifts.

- (ii) In Utilities the 4-team schedule which embodies shift integrity except for two swing positions, and averages 37.3 hours per week shall apply to those employees on continuous rotating shifts in Utilities. The swing jobs are to be rotated where possible for a given period (approx. 6-12 months duration). If and when sufficient staffing is achieved, that is, there are enough Phase 7's, we would plan to change to a schedule (identical to Process) utilizing Phase 7's in lieu of the 9th Operator.
- (iii) Employees affected will normally work 24 twelve-hour shifts over a period of 54 days so as to average thirty-seven and one-third (37.3) hours per week.
- (iv) Shift hours will be:
Day Shift: 7:00 a.m. - 7:00 p.m.
Night Shift: 7:00 p.m. - 7:00 a.m.

Circumstances may require shifts other than those noted above, in which case the hours shall be discussed with the Union Executive.

11.04 Hours of Work - Overtime

- (a) Overtime work shall be distributed as fairly and impartially as possible among qualified employees in the department in which overtime work becomes necessary. No employee shall be required to work more than sixteen continuous hours except in case of extreme emergency.
- (b) Both parties to this Agreement acknowledge the critical need with **12-hour** shifts, to ensure that “back up” manpower is available to secure the ongoing, safe and efficient operation of the plant. Accordingly, a call-out board will provide in Utilities and Dispatching one person qualified to operate and one qualified assistant operator and in Process a minimum **33-1/3%** coverage for the Operating team. Individuals on the board will be required to be available:
 - (i) Before Start of Day Shift (**7:00 a.m. - 7:00 p.m.**) - from 1 1/2 hours prior to starting time, until 1/2 hour after the start of the shift.
 - (ii) Before Start of Night Shift (**7:00 p.m. - 7:00 a.m.**) - from 2 hours before the start of the shift.

In the event that insufficient coverage is arranged by the teams, Management reserves the right to appoint individuals to achieve the coverage strength required.

- (c) Where an employee is required to work more than two hours' overtime, the Company shall provide the employee with a suitable box lunch.
- (d) Employees going on vacation will be eligible for overtime work until the commencement of their paid vacation. They will be eligible for overtime immediately following the period of paid vacation if they advise their coordinator in writing.
- (e) As soon as possible after each pay period, the Company agrees to post a list of names of employees by departments who have worked overtime during the previous pay period showing the cumulative amount of overtime worked by each employee to date for the calendar year.

11.05 Regular Wages -

- (a) **Regular Rates of Pay -** During the lifetime of this Agreement the Company agrees to pay and the Union agrees to accept the scale of wages

as set out in Schedule "A" hereto which is hereby made a part of this Agreement. Amendments to this clause or modifications thereto may be proposed by either party hereto between the 10th and 20th days of the months of March and September, and if acceptable to both parties shall be written and when executed by both parties shall be valid and binding effective as of the date specified therein and shall constitute a part of this Agreement to the same extent as if incorporated herein.

(b) Shift Differential

- (i) Eligibility for Day Shift Differential
- Only employees working on a 7-day continuous operation and rotating on three 8-hour shifts or two 12-hour shifts will qualify for the day shift differential.
- (ii) Employees assigned to a 7-day continuous operation and rotating on a three 8-hours shift basis shall receive a shift differential payment as follows:
 - (a) Hours worked on "A" Shift - 2.0% of straight time hourly rate rounded off to the nearest cent.

- (b) Hours worked on "B" Shift -
5.0% of straight time hourly
rate rounded off to the
nearest cent.
- (c) Hours worked on "C" Shift -
6.0% of straight time hourly
rate rounded off to the
nearest cent.
- (iii) Employees assigned to a two 8-
hour rotating shift will only qualify
for the applicable shift differential
when working on "B" or "C" shifts.
- (iv) Employees assigned to a 7-day
continuous operation and rotating
on a two 12-hour shift basis shall
receive a shift differential pay-
ment as follows:
 - (a) Hours worked on day shift
(7:00 a.m. to 7:00 p.m.) -
3.0% of straight time hourly
rate rounded off to the
nearest cent.
 - (b) Hours worked on night shift
(7:00 p.m. to 7:00 a.m.) -
5.67% of straight time hourly
rate rounded off to the
nearest cent.
 - (c) The two Swing Operators in
Utilities whose normal
schedule presently runs from

7:00 a.m. to 7:00 p.m. will receive a shift differential premium of 5% for those hours worked between 3:00 p.m. and 7:00 p.m.

- (v) Any worker placed on a schedule whose hours begin before 6:00 a.m. or end after 6:00 p.m. will be paid 5% rounded off to the nearest cent, of their straight time rate for all scheduled hours worked between 4:30 p.m. and 12:00 midnight and 6%, rounded off to the nearest cent of their straight time rate for all scheduled hours worked between 12:00 midnight and 8:00 a.m.
- (vi) A differential based on forward schedule "straight time rate" will be included when computing vacation pay for employees working on a regular scheduled shift basis.
- (vii) Shift workers on 12-hour rotating schedules who are assigned to regular or temporary 8-hour day shift schedules or day assignments and who are required to work past their normal day shift hours will receive a shift differential of 3% of their straight-time

hourly rate only for all hours worked between the end of their normal day schedule and 7:00 p.m. and a shift differential of 5.67% of their straight-time hourly rate for all hours worked between 7:00 p.m. and the start of normal day working hours.

Shift workers on 8-hour rotating shifts who are assigned to regular or temporary 8-hour day shift schedules or day assignments and who are required to work past their normal day shift hours will receive a shift differential of 5% of their straight-time hourly rate only for all hours worked between the end of their normal day schedule and 11:30 p.m. and a shift differential of 6% of their straight-time hourly rate for all hours worked between 11:30 p.m. and the start of normal day working hours.

(viii) **Shift** differential will not be included in computing overtime.

(c) **Dirty Work Pay** - Employees normally employed in regular process and dispatching operations shall be required to do only maintenance work of a minor preventive nature except

during a shutdown period. When an employee is required to enter the primary, atmospheric, vacuum or visbreaker towers or storage tanks and tank cars used for crude oil or bunker fuel for the purpose of cleaning or making repairs, provided the interior of the equipment is in an oily or greasy condition, a premium of 60 cents in the case of those on the regular labour rate and 40 cents in the case of those on any other rate will be paid for such work provided that where an employee works more than four (4) hours in any day at such dirty work, the employee shall receive a premium of 15 cents or 10 cents respectively, for each hour in excess of four (4) hours. This bonus shall not be included in computing overtime.

- (d) The Company shall provide protective rubber clothing and equipment for employees who are required to enter and clean refinery oil and chemical tanks, railway tank cars, catalyst cars, refinery oil sumps, closed vessels of process plants, all steam boilers and process plant furnaces.
- (e) The Company shall have the right from time to time to establish new job classifications and to fix the rates of

pay for such classifications, subject to the right of the employee covered by such new classification to file a grievance if the employee alleges that the rate of pay established for such new job classification is out of line with the rates established for the job classifications set forth in Schedule "A" hereto. However, the Company agrees to consult with the Local Union Executive before instituting any such changes.

11.06 Overtime Wages - Day Workers

Subject to the provisions of section **11.08** and **13.02**, double time will be paid for all overtime work performed.

11.07 Overtime Wages - Shift Workers

Subject to the provisions of section **11.08** and **13.02**, double time will be paid for all overtime work performed.

11.08 Overtime Wages - General

- (a) Non-Application - Overtime wages will not be paid:
 - (i) for work performed during regular scheduled hours.
 - (ii) for work performed on an employee's days of rest when employees trade days off by a friendly agreement approved by supervision.

- (iii) for work performed to make up for time lost within a pay period due to a transfer or change of schedule as provided in subsection **11.09 (b)**.
- (b) (i) **Call-Out** - The minimum payment for call-out work will be equivalent to four hours' pay at the employee's regular hourly rate, except where on previous notice an employee starts to work two hours or less before such employee's regular working day, in which case, payment will be based on the hours actually worked. A minimum of four hours at employee's regular hourly rate will also be paid to employees notified in advance to return to the plant for overtime work. In the event that an employee is called out or notified in advance to return to the plant for overtime work, but the call-out or notification is cancelled before the employee reports to work, the employee shall have the option of:
 - (a) reporting to work and having sufficient work assigned to them to enable them to earn the minimum pay provided in this section, or

- (b) rejecting option (a) above in which case the employee shall not be eligible for call-out pay.
 - (c) Where an employee, scheduled to work days, performs work between the hours of 11:30 p.m. and 4:30 a.m. as the result of a 'call-out', the employee shall be entitled to up to 8 consecutive hours off the job before reporting to work again, without loss of pay.
- (ii) **Holdover** - Employees required to remain in the plant after the completion of their regular scheduled hours to do emergency work and who have not been notified of this work five minutes prior to quitting time will be paid a minimum of one hour's pay at the employee's regular hourly rate. Where such employees have been notified five minutes prior to quitting time, they will be paid for the time worked at prevailing overtime rates, calculated to the end of the last 15-minute period in which work was performed.

- (c) In no case shall an employee be paid twice for the same overtime.
- (d) It is understood and agreed that under no circumstances will more than double time be paid to an employee except as provided in **Article XIII**.

11.09 Bonus Wages and Special Rates

- (a) **Change of Schedule** -A change of schedule for the purpose of this Agreement shall be interpreted as a change whereby the starting or stopping time is altered by four hours or more, or days off are changed but shall not include the regular rotation from one shift to another or overtime worked as covered in sections **11.06**, **11.07** and **11.08**.
 - (i) **Shift Workers** - In the case of shift workers as defined in subsection **11.02**, when an employee's schedule is changed by the Company, within the definition in subsection **11.09** (a), the employee will be paid for the first regular shift on the employee's new schedule at twice the employee's basic rate for the job, and the employee's regular days off will then become those shown

on the new schedule. If an employee has a change of schedule on a **recognized** statutory holiday as set out in **Article XIII**, statutory holiday pay will be paid for that day and the premium rates for the change of schedule shall be paid to such employees for the second day worked on the schedule.

- (ii) **Day Workers** - In the case of day workers, when a employee's schedule is changed by the Company within the definition in subsection **11.09** (a), the employee will be paid for the first day of shift on the employee's new schedule at twice the employee's basic rate for the job, and the employee's regular days off will then become those shown on the new schedule. If an employee has a change of schedule on a **recognized** statutory holiday as set out in **Article XIII**, statutory holiday pay will be paid for the day and premium rates for the change of schedule shall be paid to such employee for the second day worked on the new schedule.

- (b) An employee who loses time due to a transfer or change in schedule will be granted the right to work at available work on such employee's day off for straight time payment to make up for lost time.
- (c) If a change of schedule is for three days or less the premium pay will be paid only at the start of the new schedule and will not be paid when the employee reverts to their original schedule.
- (d) Premium pay will not be paid when an employee changes shift due to:
 - (i) Transfer from one department to another at own request.
 - (ii) A new employee going on shift for the first time.
 - (iii) An employee returning from leave of absence (sick or other approved leave excluding vacation) in excess of 30 days.
 - (iv) Transfer from one crew to another by mutual consent between employees.
 - (v) When an employee's schedule is changed as a result of disciplinary action, no premium pay will be paid either at the start or end of such change of schedule.

- (e) For employees other than those working the continuous rotating 12-hour schedule who are required to work more than five (5) successive days without a day off directly after the schedule is put into operation, such employees will not be paid premium rates for the days worked in excess of five (5). If, however, during the pay period, such employees are required to work in excess of the number of days they were scheduled to work in that pay period, the extra days worked will be considered as days off for the purpose of payment.
- (f) Employees working the continuous rotating 12-hour schedule:
 - (i) If, as a result of change of schedule, an employee works more than 288 hours within the 54-day shift cycle, exclusive of any hours of overtime, the employee will receive the overtime rate for those hours in excess of 288.
 - (ii) Employees specifically required by the Company to undertake classroom and/or on-the-job training, and whose schedule is changed to an eight-hour day

schedule to efficiently undertake such training, shall receive a change of schedule premium only upon returning to their normal 12-hour shift schedule.

- (iii) Either party may at any time elect to revert to the former 8-hour shift schedule by giving the other party 60 days' notice in writing.

On changing over to the new schedule, no premiums will be paid to any employee for the reason of changing from the present schedule - nor shall there be any premiums paid to any employee upon reversion to the 8-hour shift schedule should the 12-hour schedule be terminated.

ARTICLE XII

VACATION WITH PAY

12.01 Every employee covered by this Agreement who has completed one full year's service with the Company shall be entitled to three weeks' vacation with pay at a time ~~to be~~ arranged by the Company subject to the conditions hereinafter set forth.

12.02 Every employee who has completed ten full consecutive years' service with the Company shall be entitled to four weeks' vacation with pay at a time or times to be arranged by the Company, subject to the conditions hereinafter set forth.

12.03 Every employee who has completed nineteen full consecutive years' service with the Company shall be entitled to five weeks' vacation with pay at a time or times to be arranged by the Company, subject to the conditions hereinafter set forth.

Effective January 1, 1998 every employee who has completed 18 full consecutive years service with the Company shall be entitled to five weeks vacation with pay at a time or times to be arranged by the Company subject to the conditions hereinafter set forth.

12.04 Every employee who has completed twenty-five full consecutive years' service with the Company shall be entitled to six weeks' vacation with pay at a time or times to be arranged by the Company, subject to the conditions hereinafter set forth.

- Note:
- (a) A vacation week shall be considered as 7 consecutive calendar days, except that employees working the continuous, rotating 12-hour schedule, will take vacation weeks in shift "blocks" with one vacation week defined as a shift block of three (3) consecutive twelve (12)-hour working days.
 - (b) Payment for vacations will be based on the regular straight time hours the employee was scheduled to work during the period of vacation. Employees working the continuous rotating 12-hour schedule will be paid on the basis of 37.33 hours per "block" of vacation.
 - (c) If specifically requested by an employee, vacation pay may be computed on the average rate of pay exclusive of premiums for the two or six pay periods immediately preceding vacation.
 - (d) Where an employee's third Friday off falls within his/her vacation period, an additional day of vacation will be granted.

- 12.05** When practical, shift workers' vacations will be arranged to begin immediately after their regular days of rest.
- 12.06** Vacation schedules will be posted thirty days in advance of the first scheduled vacation period. In each calendar year, vacation schedules for the previous calendar year will be posted alongside the current vacation schedule. Vacation schedules shall be rotated yearly.
- 12.07** Vacations are not cumulative. Failure to use an allowed vacation in one year does not constitute a claim for additional vacation in any other year. Vacations cannot be substituted or exchanged without permission of the Company once the vacation schedule has been determined.
- 12.08** Employees who resign, or are discharged for cause, before becoming eligible for their vacation will be paid in accordance with the laws of the Province of Ontario.
- 12.09** Where, not owing to illness or authorized absence, an employee has been absent from their employment in excess of one working day in each month of the working year, such excess will be deducted from the vacation to which the employee would otherwise be entitled.

12.10 Where an employee becomes disabled as a result of sickness or accident, and the disability extends into their scheduled vacation period, a new vacation period may be assigned.

12.11 Where an employee becomes disabled after their vacation has commenced and the period of disability qualifies under the Company's sickness plan, an employee will be granted an equal number of calendar days as an extension on their vacation period or at a later date without additional vacation pay.

ARTICLE XIII

STATUTORY HOLIDAYS

- 13.01** Designated holidays are as follows: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving, Remembrance Day, Christmas Day and Boxing Day, and an 11th Holiday to be taken as a personal floater. All regular employees who have completed 30 days' service will be eligible to take this floating holiday. However, a temporary employee will not qualify until they have completed six months' service. The day must be selected in advance, and be taken on a date mutually convenient to the employee and their supervisor/foreman. The day must be taken within the calendar year and cannot be deferred from one calendar year to another. A twelfth (12th) Designated Holiday is to be observed by shift workers on a date agreed to by Management and the Union, and to be observed by day workers and Laboratory employees as a personal floater as specified above.
- 13.02** All employees shall be paid holiday pay which is distinct and separate from work performed on a Designated Holiday, at their regular rates for the above holidays, subject to the following regulations:

(a) To be eligible for holiday pay, an employee must work the full work day immediately preceding the holiday and the full work day immediately following such holiday unless absent with permission of the Management. Employees on leave of absence of more than three days, during which time a **recognized** holiday occurs, will not be paid for such a holiday.

(b) i) Day Employees:

If a holiday falls in a vacation period, no vacation pay will be allowed; but an additional day of vacation with pay shall be allowed at a time suitable to the Company or straight pay in lieu thereof.

ii) Shift Employees:

If a designated holiday falls in a vacation period, in lieu of an extra day added to their vacation entitlement, the employee will be paid their holiday pay in addition to their vacation pay.

The Company agrees to provide in the rules for vacation allocation, an opportunity for shift workers to use a designated holiday in lieu of a vacation day

when a designated holiday falls within the employee's scheduled vacation period, **recognizing** the following principles:

- no additional cost to the Company
- any such arrangement can only be made where there is vacation time and vacation relief available.
- such arrangements will be scheduled immediately following the **finalization** of vacation and floater holiday schedules for the following year.

- (c) An employee who works on one of the above-named paid holidays or portion of same, will be paid **double**-time the regular rate in addition to their holiday pay for the hours so worked, with a minimum of four hours' pay at their regular rate. If any such employee works in excess of their regular scheduled hours on any of the said holidays, the employee shall receive triple time for the hours actually worked in excess of such regular scheduled hours. All employees shall be paid eight (8) hours Holiday Pay at their regular rates for the twelve (12) observed holidays.

(d) Twelve-hour shift employees who are scheduled to work one of the ten (10) named Designated Holidays, and receive approval to take the day off, will receive twelve (12) hours pay for this day in lieu of eight (8) hours holiday pay.

13.03 No compensation will be paid to shift workers who do not report for work on **recognized** holidays on which they are scheduled to work.

ARTICLE XIV

SENIORITY

GENERAL

- 14.01** For the purpose of establishing seniority for the employees of Shell Canada Products Limited (Sarnia Refinery) the first day of operation shall be deemed to have been March 17, 1952.
- 14.02** Seniority as referred to in this Agreement shall mean length of continuous service in the employ of the Company and shall be on a plant-wide basis.
- 14.03** Seniority lists will be revised each six months.
- 14.04** An employee will be considered probationary for the first six months and will have no seniority rights during that period; after six months' service, their seniority shall date back to the day on which their employment began, and they shall automatically become a permanent employee. If during the probationary period the employee is absent for any reason the probationary period will be extended by a like number of days.

- 14.05** An employee shall lose their seniority standing if the employee voluntarily quits their employment with the Company; if the employee is discharged for cause and is not reinstated pursuant to the provisions of **Article IX**; or if the employee is absent from work without leave more than two consecutive days, unless, in the opinion of the Company, there was reasonable justification for such absence.
- 14.06** It is understood and agreed that the Company shall have the right to hire temporary or seasonal employees for periods of six months or less and such employees shall not acquire any seniority rights providing the employees concerned and the Union are notified in writing by the Company at the time of hiring that the employee is only temporary or seasonal.
- 14.07** An employee away from work because of sickness who has properly reported such sickness will not have their service record disturbed. Any employee's return to work after sick leave will be conditional on supplying, when requested, a certificate from a physician that the employee is fully recovered from the sickness which caused the absence.

PROMOTIONS

- 14.08** (a) Subject to the provisions of this Article, preference in promotions other than appointments to supervisory positions shall be given to those employees in the department having the longest plant seniority, provided always that the employees in question are in the opinion of the Company of equal skill, competence and efficiency.
- (b) For the purposes of this Article, the departments are as follows:
- (i) Production Units
 - (ii) Dispatching
 - (iii) Steam Plant and C.O. Boiler
 - (iv) Maintenance
 - (v) Laboratory
- 14.09** (a) In the event that an employee covered by this Agreement should be temporarily promoted to a position beyond the scope of this Agreement, the employee shall retain for a probationary period of three months, the seniority previously acquired and shall have added thereto the seniority accumulated while serving in such position.
- (b) In the event that an employee covered by this Agreement should be

promoted to a position beyond the scope of this Agreement the employee shall retain for a probationary period of six months the seniority previously acquired and shall have added thereto the seniority accumulated while serving in such position, provided the Union is reimbursed by the employee the dues that would have been paid had the employee not been promoted.

14.10 (a) In the event of a job vacancy, promotions shall be made on a vertical basis within the department where the vacancy exists, as provided in subsection **14.08** hereof except as provided in Progression as covered in section **14.11** subject to the following condition:

(i) "Except for the Steam Plant (Utilities)", Only the bottom job in the department will be posted.

An employee may follow the grievance procedure if the employee feels there has been a violation of this Agreement in making a promotion hereunder.

(b) The Company hereby undertakes to post on bulletin boards such notices of job vacancies as referred to in para-

graph (a) (i) above at least fifteen (15) calendar days before selection is made stating the nature of the vacancies and the qualifications required. The successful applicant shall receive the rate of the new job from the date that the employee takes over the new position. The employee shall have one month's trial at their new job (provided the Company may at its discretion extend the trial period up to six months), and if not satisfactory, the employee shall revert to their former classification, provided that, in the judgment of the Company, the employee is still qualified for that classification. However the employee may follow the grievance procedure, if the employee feels that there has been discrimination in making the judgment.

- 14.11** (a) Dispatching progression and promotion from phase to phase will be based on the following criteria:
- (i) Phase 1
 - Entry at basic pay level.
 - (ii) Phase 2
 - Completed three months of continuous service in the Dispatching Department, passed written and oral examinations,

proven on-the-job knowledge through demonstrated ability in performing operating chores.

(iii) Phase 3

Completed six to twelve months of continuous service in the Dispatching Department, passed written and oral examinations, proven on-the-job knowledge and can do a minimum of one Assistant Operator position.

(iv) Phase 4

Completed a maximum of **twenty-four** months of continuous service in the Dispatching Department, passed written and oral examinations, proven on-the-job knowledge and can do a minimum of two Assistant Operator positions.

(v) Phase 5

Completed a maximum of **thirty-six** months of continuous service in the Dispatching Department, passed written and oral examinations, proven on-the-job knowledge and can do a minimum of three Assistant Operator positions.

(vi) Phase 6

Completed a maximum of forty-eight months of continuous service in the Dispatching Department, passed written and oral examinations, proven on-the-job knowledge.

(vii) Phase 7

Demonstrated ability to operate the Dispatching Department including the ability to train junior employees and in general to carry out Operator duties.

(viii) Dispatching Operator

Promotion on vacancy with selection made from Phase 7 candidates as per Clause **14.08** of the current Agreement.

(ix) Senior Dispatching Operator

Completed twenty-four months of continuous service as a Dispatching Operator. Responsible for overtime holdover and call-ins when requested by Dispatching/Utilities Shift Coordinator.

- (b) Process progression and promotion from phase to phase will be based on the following criteria:

(i) Phase 1

Entry at basic pay level.

(ii) Phase 2

Completed three months of continuous service in the Process Department, passed written and oral examinations, proven on-the-job knowledge through demonstrated ability in performing operating chores.

(iii) Phase 3

Completed six to twelve months of continuous service in the Process Department, passed written and oral examinations, proven on-the-job knowledge and can do a minimum of one Assistant Operator position.

(iv) Phase 4

Completed a maximum of **twenty-four** months of continuous service in the Process Department, passed written and oral examinations, proven on-the-job knowledge and can do a minimum of two Assistant Operator positions.

(v) Phase 5

Completed a maximum of **thirty-six** months of continuous service

in the Process Department, passed written and oral examinations, proven on-the-job knowledge and can do a minimum of three Assistant Operator positions.

(vi) Phase 6

Completed a maximum of forty-eight months of continuous service in the Process Department, passed written and oral examinations, proven on-the-job knowledge and can do a minimum of four Assistant Operator positions.

(vii) Phase 7

Demonstrated ability to operate one complex including the ability to train junior employees and in general to carry out Operator duties.

(viii) Process Operator

Promotion on vacancy with selection made from Phase 7 candidates as per Clause **14.08** of the current Agreement.

(ix) Senior Process Operator

Completed twenty-four months of continuous service as a Process Operator. Responsible for

overtime holdover and call-ins when requested by the Operations Shift Coordinator.

(c) Steam Plant (Utilities) progression and promotion from phase to phase will be based on the following criteria:

(i) Phase 1

Entry at basic pay level.

(ii) Phase 2

Completed three months of continuous service in the Steam Plant Department, passed written and oral examinations, proven on-the-job knowledge, qualified as Assistant Operator - Water Treating.

(iii) Phase 3

Completed three to twelve months of continuous service, passed written and oral examinations, qualified as Assistant Operator - Water Treating, has either qualified as Assistant Operator - Steam Plant, or has demonstrated job knowledge of Satellite Steam Plant, or has obtained 4th Class Stationary Engineer's certificate.

(iv) Phase 4

Completed a maximum of twenty-four months of continuous service, passed written and oral examinations, qualified as Assistant Operator - Water Treating, has either qualified as Assistant Operator - Steam Plant, or has demonstrated job knowledge of Satellite Steam Plant, or has obtained 3rd Class Stationary Engineer's certificate.

(v) Phase 5

Completed a maximum of thirty-six months of continuous service, passed written and oral examinations, qualified as Assistant Operator - Water Treating, Assistant Operator - Steam Plant and has demonstrated job knowledge of Satellite Steam Plant, has obtained 3rd Class Stationary Engineer's certificate.

(vi) Phase 6

Completed a maximum of forty-eight months of continuous service and qualified as for Phase 5; progressed towards a 2nd Class Stationary Engineer's Certificate (ie. three exams) or

has successfully undertaken concentrated Satellite Steam Plant training under the direction of the Chief Stationary Engineer.

(vii) Phase 7

Qualified as for Phase 6 or holds a 2nd Class Stationary Engineer's Certificate, plus demonstrated ability to operate in Main Steam Plant and Satellite Steam Plant, including the ability to train junior employees, plus operate and carry out operator duties upon request.

(viii) Utilities Operator

Promotion on vacancy with selection made from Phase 7 candidates who hold a 2nd Class Stationary Engineer's certificate, as per Clause **14.08** of the current Agreement.

(ix) Senior Utilities Operator

Has completed 24 months continuous service as Utilities Operator. Responsible for overtime holdover and call-ins when requested by the Dispatching/Utilities Shift Coordinator.

(d) A pool of additional Assistant Opera-

tors may be established in the Process, Dispatching and Steam Plant (Utilities) Departments for the purpose of providing relief for vacations, sickness or other reasons.

- (e) The job of Assistant Operator Phase I will form the bottom job for the production units and Dispatching Department for the purposes of advertising vacancies as referred to in subsection 14.10 above. For the Steam Plant (Utilities), the entry level posted will be based on the required level of stationary engineers certificate needed to fill the vacancy.
- (f) Laboratory progression and promotion from phase to phase will be based on the following criteria:
 - (i) Laboratory Analyst Phase 1
Entry at basic pay level.
 - (ii) Laboratory Analyst Phase 2
Completion of 4 modules, passed required tests and demonstrated the capability to perform all tasks defined in the modules and completed a maximum of 6 months' continuous service in the laboratory.
 - (iii) Laboratory Analyst Phase 3
Completion of 7 modules, passed

required tests and demonstrated the capability to perform all tasks defined in the modules and completed a maximum of 12 months' continuous service in the laboratory.

(iv) Laboratory Analyst Phase 4

Completion of 11 modules, passed required tests and demonstrated the capability to perform all tasks defined in the modules and completed a maximum of 18 months' continuous service in the laboratory.

(v) Laboratory Analyst Phase 5

Completion of 13 modules, passes required tests and demonstrated the capability to perform all tasks defined in the modules and completed a maximum of 28 months' continuous service in the laboratory.

(vi) Laboratory Analyst Phase 6

Completion of 16 modules, passed required tests and demonstrated the capability to perform all tasks defined in the modules and completed a maximum of 38 months' continuous service in the laboratory.

(vii) Senior Laboratory Analyst

Completion of 18 modules, passed required tests and demonstrated the capability to perform all tasks defined in the modules and completed a maximum of 48 months' continuous service in the laboratory.

(g) Maintenance progression and promotion from class to class will be based on the following criteria:

Normal entry to the Maintenance Department is at the Class VI rate however those people from other departments who have (2) two years' service will enter at the Class IV level.

(i) Class VI Mechanic (Utility)

Normal entrance level for persons with less than (2) two years' service.

(ii) Class V Mechanic (Handyman)

Completed six (6) months of continuous service.

(iii) Class IV Mechanic (Junior Mechanic)

Completed additional six (6) months of continuous service. At this point the employee will enter one of the trade progression systems.

A new person arriving in Maintenance from another department with (2) two years or more service will start at the Class IV rate.

(iv) Class III Mechanic

Completed 8-12 months of satisfactory performance **on-the-job**. Successful completion of required courses and of practical requirements.

(v) Class II Mechanic

Completed 8-12 months of satisfactory performance **on-the-job**. Successful completion of required courses and of practical requirements.

(vi) Class I Mechanic

Completed 8-12 months of satisfactory performance **on-the-job**. Successful completion of required courses and of practical requirements.

(vii) Journeyman

Completed 12 months of satisfactory performance **on-the-job**. Successful completion of all remaining required courses and of practical requirements

- 14.12** Subject to the provisions of this Article, any employee transferred from one department to another must remain in that position for three months before becoming eligible for promotion within the department.
- 14.13** When an employee transfers from one department to another, the employee cannot again transfer to another department for at least twelve months unless permitted to do so by the Company.
- 14.14** The Company may transfer an employee from one department to another for training or educational purposes on a temporary basis.
- 14.15** In filling temporary vacancies for a period not to exceed thirty (30) calendar days, seniority considerations may be disregarded by the Company. This refers to vacancies created by sickness, injury, leave of absence and emergencies. Temporary vacancies will normally be filled by upgrading within the shift. Experience gained by employees filling such temporary vacancies shall not work to the disadvantage of other eligible employees subsequently considered for promotion to a higher regular job. It is understood that wherever practicable, if overtime in the Company's opinion becomes necessary due to such vacancy, an employee of equivalent classification will be used.

PERMANENT WORK FORCE REDUCTION

14.16 In the event of technological change, or the permanent closure of all or part of the refinery which, in the opinion of the Company, will result in a permanent workforce reduction, the Company will:

1. Notify the Union six (6) months in advance in writing; and,
2. Meet with representatives of the Union to discuss the impact of the change on the work force.

If, after using attrition, reduction in the workforce is unavoidable, terminated employees will be entitled to severance pay, provided:

1. the employees have not refused to exercise seniority rights to claim other available jobs within the bargaining unit;
2. the employees have not rejected reasonable alternative employment which the Company may offer to employees;
3. the employees remain available for work until the designated date of termination; and,
4. the employees, by virtue of performance or actions prior to or during the notice period of termination, are not discharged for just cause.

Effective February 1, 1996, severance pay will be calculated on the basis of two (2) weeks' pay plus two (2) weeks' pay per year of service.

For the purpose of this calculation, a week's pay is defined as 37.3 hours pay at the employee's straight time basic wage rate at the time of termination. Partial years of service will be pro-rated for the calculation of severance payments and such payments will be subject to statutory deductions.

Should the Company be required by law or otherwise to make any payment by reason of layoff or termination of any employee exclusive of:

- earned vacation pay
- pension payments
- sickness or disability insurance payments
- workers compensation

such payments shall be deducted from the severance payment provided herein.

- 14.17** In the event of a layoff, temporary employees shall be laid off first, probationary employees shall be laid off next, and thereafter layoffs shall be in accordance with plant seniority, provided that, in the opinion of the Company, the employees affected are of equal skill, competence, efficiency, reliability, and the last employee laid off shall be the first re-hired, all

subject to the limitations set out in this Article. Opinions by the Company shall not be exercised in an arbitrary or unfairly discriminatory manner.

LAYOFFS

- 14.18** In the event of a lay-off, if a senior employee wishes to transfer to another job, and the Company feels that their skill, competence, efficiency, reliability and willingness are sufficient to justify the transfer, arrangements for such transfer will be made wherever possible.
- 14.19** Employees who have been laid off due to lack of work and subsequently **re-employed** will have their length of service determined by the actual time they have been on the Company's payroll, provided such employees return to work when notified, and subject to the conditions of subsection **14.20** and **14.21** below.
- 14.20** Employees laid off due to lack of work retain recall rights for a period of twelve (12) months from date of layoff. Provided that, if an employee is off the payroll for a continuous period of twelve months or more by reason of layoff caused by an extended period of depressed business conditions, the operation of this clause may be waived on agreement between the Company and the Union. Laid off

employees will be recalled as set out in Article **14.17**.

- 14.21** Any employee who has been laid off and retains recall rights, and who is notified to return to work will lose these recall rights unless the employee notifies the Company within 5 days that they are intending to return to work, and unless the employee returns to work as soon as possible after receiving notice, and in any event within 7 days after the mailing or other communication of such notice.
- 14.22** In the event of a layoff due to lack of work for a continuous period which exceeds twelve months, the laid-off employee will be terminated and be entitled to severance pay as provided in **14.16** above. In the hiring of new employees, preference shall be given to those former employees who have had seniority and who have applications for **re-employment** on file. This preference shall be given subject to conditions respecting skill, competence, efficiency, and reliability.
- 14.23** Employees that are laid off will be eligible to maintain medical, dental and life insurance coverage while on recall for up to a period of six months after the date of lay-off, provided that the employee maintains the employee and company premiums for such coverage.

ARTICLE XV

BULLETIN BOARDS

15.01 The Union will be granted by the Company the use of certain bulletin boards to be designated by the Company for posting notices, provided, however, such notices are first submitted to the Management for approval. Neither the Company nor the Union shall make any change in such notices thereafter and no notice shall be posted except on such boards. There shall be no distribution or posting by employees of pamphlets, advertising, cards, notices or any other kind of literature upon Company property except as permitted by the Company.

ARTICLE XVI

SAFETY AND HEALTH

16.01 The Company agrees that the Union may appoint two representatives on the Safety Committee and that these representatives shall be notified in advance of meetings of this committee which have been called for purposes of safety or to investigate accidents involving injury to employees.

The Company agrees to provide to the designated Health and Safety Committee and the employees the generic names of all nonproprietary substances known to Management used in association with the employees' work site. The Company will also cooperate with the Health and Safety Committee and continue to develop and disseminate to employees and the Health and Safety Committee information regarding known hazardous substances present at the work sites and to advise the Health and Safety Committee and the employees of measures and safety precautions intended to protect their health and safety.

ARTICLE **XVII**

LEAVE OF ABSENCE

17.01 At the Company's discretion as to whether leave is to be granted in any particular case and what length such leave is to be, and upon presentation of the circumstances, up to three days' leave with pay to employees who suffer a bereavement in their immediate family (father, mother, brother, sister, spouse, parent-in-law, grand-parent, son, daughter, **daughter-in-law**, son-in-law or grandchild of the employee and the employee's spouse) may be granted.

- 17.02** (a) Upon the written application of the Union, a leave of absence without pay will be granted in order to engage in the business of the Union provided that,
- (i) Leave under this provision shall not exceed six (**6**) employees at any one time nor shall it total more than **30** calendar days per employee, at any one time.
 - (ii) Notification is given one week prior to the period in which the absence is to be scheduled.
 - (iii) Such leaves can be granted without additional cost or penalty to the Company.

- (iv) The Company reserves the right to refuse leave to a particular individual when the granting of such leave would interfere with the operation of the Company.

It is agreed that an employee covered by the above provision will continue to be paid base wages plus shift differential where applicable, and the Union will be invoiced for this amount.

In the application of this provision, the Union shall determine what constitutes Union business.

- (b) Upon the written application of the Union, an employee who is elected or appointed by the Union to act on its behalf in full-time Union work shall be granted a leave of absence without pay for the term of such office but not to exceed one year, provided that,
 - (i) Only one such leave of absence shall be in effect at any time.
 - (ii) Request for leave is given a minimum of one month prior to the period in which the absence is to be scheduled.
 - (iii) Such leaves can be granted without additional cost or penalty to the Company, and will be governed by the administrative

provisions of the Company's personnel policy on Leaves of Absence beyond 30 days.

- (iv) The Company reserves the right to refuse leave to a particular individual when the granting of such leave would interfere with the operation of the Company.
- (v) Vacancies created by granting a leave of absence under this provision shall be considered temporary vacancies as described in Article XIV - Seniority, and vacancies can therefore be filled by upgrading within the shift.

An employee granted a leave of absence under this provision shall continue to accumulate plant seniority, but not Company service, during this leave of absence. However, an employee will not be entitled to exercise seniority on return from such leave of absence against a vacancy which has been filled during their absence, but while on leave of absence will be given consideration for a promotional vacancy.

- (c) The Company agrees to pay up to **750** hours per annum of time incurred by the Union for a replacement

resulting from a Leave of Absence for Union business. Time for activities deemed by the Union to be mutually **beneficial** to both parties may also be applied towards this 750 hour provision. The Union agrees to provide management with an accountability of hours used for such purposes when requested by Management.

ARTICLE **XVIII**

PERSONAL HARASSMENT

18.01 The Company, Sarnia Refinery, and Local 848 of the Communications, Energy & Paperworkers Union equally share the objective of creating a working environment free of unlawful harassment or discrimination.

To this end, all employees are encouraged to know the respective Corporate and Union policies covering Personal Harassment and Discrimination. Company representatives and Union Executive members will provide copies of the policies upon request.

ARTICLE XIX

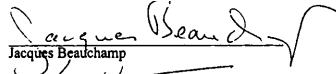
TERMINATION

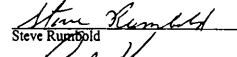
19.01 The Parties agree that the Collective Agreement shall be renewed for a period of two (2) years from February 1, 1997 to January 31, 1999. Prior to Jan, 1999 the parties will meet to negotiate solely on wages for another period of two years namely February 1, 1999 to January 31, 2001. The parties agree that all other provisions of this Collective Agreement taking effect on February 1, 1997 will remain effective up to and including January 31, 2001. This agreement shall continue in force from year to year thereafter unless in any year not more than 120 (one hundred and twenty) days, and not less than 30 (thirty) days, before the date of its termination, either party shall furnish the other with notice of termination of, or proposed revision of, this Agreement.

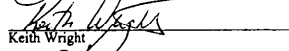
IN WITNESS WHEREOF, THE PARTIES
HERETO HAVE CAUSED THIS AGREEMENT
TO BE EXECUTED THIS **21st** DAY
OF APRIL, NINETEEN HUNDRED AND
NINETY-SEVEN

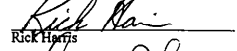
For SHELL CANADA PRODUCTS LIMITED
(Sarnia Refinery):

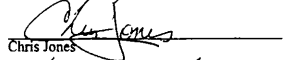
For LOCAL 848, C.E.P.

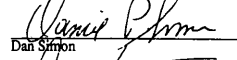

Jacques Beauchamp

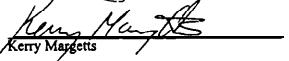

Steve Rumbold

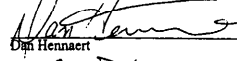

Keith Wright

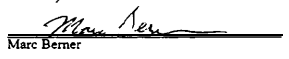

Rick Harris

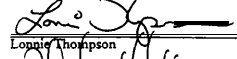

Chris Jones

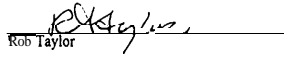

Dan Simon

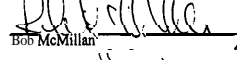

Kerry Maggetts

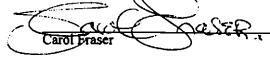

Dan Hennaert


Marc Berner


Lonnie Thompson


Rob Taylor


Bob McMillan


Carol Fraser

**SHELL CANADA PRODUCTS LIMITED
(Sarnia Refinery)**

Schedule "A" Rates of Pay

**Feb 1/97 Feb 1/98
3% 3%**

PRODUCTION UNITS

Senior Process Operator	28.11	28.95
Process Operator	26.63	27.42
Assistant Operator - Phase 7	25.16	25.92
Assistant Operator - Phase 6	23.65	24.36
Assistant Operator - Phase 5	22.05	22.71
Assistant Operator - Phase 4	20.87	21.49
Assistant Operator - Phase 3	19.89	20.49
Assistant Operator - Phase 2	19.03	19.61
Assistant Operator - Phase 1	18.42	18.97

DISPATCHING

Senior Dispatching Operator	28.11	28.95
Dispatching Operator	26.63	27.42
Assistant Operator - Phase 7	25.16	25.92
Assistant Operator - Phase 6	23.65	24.36
Assistant Operator - Phase 5	22.05	22.71
Assistant Operator - Phase 4	20.87	21.49
Assistant Operator - Phase 3	19.89	20.49
Assistant Operator - Phase 2	19.03	19.61
Assistant Operator - Phase 1	18.42	18.97

STEAM PLANT

Senior Utilities Operator	28.11	28.95
Utilities Operator	26.63	27.42
Assist. Utilities Oper.-Phase 7	25.16	25.92
Assist. Utilities Oper.-Phase 6	23.65	24.36

Feb 1/97 Feb 1/98

Assist. Utilities Oper.-Phase 5	22.05	22.71
Assist. Utilities Oper.-Phase 4	20.87	21.49
Assist. Utilities Oper.-Phase 3	19.89	20.49
Assist. Utilities Oper.-Phase 2	19.03	19.61
Assist. Utilities Oper.-Phase 1	18.42	18.97

MAINTENANCE

CrewLeader	28.62	29.48
Journeyperson	26.02	26.80
Class I Mechanic	23.65	24.36
Class II Mechanic	22.05	22.71
Class III Mechanic	20.87	21.49
Class IV Mech.(Jr. Mechanic)	19.89	20.49
Class V Mech.(Handyman)	19.03	19.61
Class VI Mech. (Utility)	18.42	18.97
Regular Labour	17.39	17.91

LABORATORY

Sr. Laboratory Analyst	25.37	26.13
Laboratory Analyst - Phase 6	23.65	24.36
Laboratory Analyst - Phase 5	22.05	22.71
Laboratory Analyst - Phase 4	20.87	21.49
Laboratory Analyst - Phase 3	19.89	20.49
Laboratory Analyst - Phase 2	19.03	19.61
Laboratory Analyst - Phase 1	18.42	18.97

SWING JOB CLASSIFICATIONS

For the purposes of Schedule "A", swing job classifications will be regarded as additional job classifications and will be placed on the appropriate line of progression. Rates of pay for such positions to be those rates worked as per schedule.

APPENDIX

LETTERS OF UNDERSTANDING	PAGE #
1. Transfer of Personnel from Operations to Maintenance and Maintenance to Operations (July 25, 1974).....	77
2. Article 11.09 "Note re Subsection Above" (May 31, 1978)	79
3. Temporary Operator Promotions (April 21, 1988).....	80
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ADDENDUM TO MEMORANDUM OF AGREEMENT entered into the first day of July, A.D. 1973 between SHELL CANADA LIMITED (Sarnia Refinery) and LOCAL 9-848 Oil, Chemical and Atomic Workers International Union.

SUBJECT: Transfer of Personnel from Operations to Maintenance and Maintenance to Operations

Understanding that it is mutually desirable to fill most Maintenance vacancies from within Operations and at the same time having to staff Operations without jeopardizing the safety of Operations, the Company/Union agree upon the following to facilitate the release of Operations personnel to Maintenance.

1. A manpower plan to provide for the recall from Maintenance to Operations of transferred Operations personnel under the following circumstances:
 - (a) if unexpected attrition in Operations occurs, or
 - (b) Prolonged sickness, such that Operations is unable to upgrade to cover for the losses of experienced people, or
 - (c) Coverage to allow Operations shift personnel to go on special assignment (days) when a plant problem occurs.
2. if it becomes necessary to recall a former Operations employee under the above conditions, the recall will be limited to a maximum of 3 months in the first year, to 2 months in the second and third years. Recall pay will be at the higher of:
 - (a) Prevailing rate for former Operations classification
 - (b) Operations classification filled
 - (c) Prevailing Maintenance rate
3. Refresher training period in Operations, if required, would be part of re-assignment to operating duties. Pay as 2 (a), (b), or (c) above.
4. in the scheduling of Maintenance personnel to Operations, every effort will be made to honour the individual's scheduled vacation.
5. Operations personnel selected for Maintenance vacancies will be transferred at the Junior Mechanic rate, provided that the individual has in excess of 2 years' service. Rates below Jr. Mechanic will remain in effect.

6. Provisions of the plan would only apply to Operations personnel transferred after May 25, 1974 and would in no way be retroactive.
7. If unforeseen problems arise in the functioning of this agreement, a Company/Union meeting will take place to settle the differences.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS ADDENDUM OF AGREEMENT TO BE EXECUTED THIS 25TH DAY OF JULY IN THE YEAR 1974.

FOR SHELL CANADA LIMITED (Sarnia Refinery):

V. Norwood
J. Hadler

For local 9-848 O.C.A.W.I.U.:

R. Perry
R. Russell
R. Ewart
G. Burr
C. Jay
S. Sullivan

SUBJECT: Transfer of Personnel from Operations to Maintenance and Maintenance to Operations

LETTER RE-TYPED AND RE-SIGNED on the 13 day of Feb 1990.

FOR SHELL CANADA PRODUCTS LIMITED (Sarnia Refinery):

S. G. Myers
J. S. Scott
[Signature]

FOR U.C.W.U. LOCAL #48:

Steve Marshall _____
M. P. Miller _____
[Signature] _____
David F. Paddy _____
retroactive date of Energy and Chemical Workers Union

SHIFT CHANGE

May 31, 1978

RE: CLAUSE 11.09 (e) - Feb 13/80 (dated) SIGNATURES: S. S. Meyer
L. Rumbolt

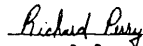
RE: CLAUSE 11.09 NOTE RE SUBSECTION ABOVE

As agreed during our 1978 Refinery Negotiations, this is to confirm our mutual understanding that:

"Where an employee receives a shift change on the first day of a pay period that was, up to the time of the actual shift change, originally scheduled to be an 8-day or a 9-day pay period, regular days worked in excess of eight or nine on the new schedule shall be considered as days-off for the purpose of payment."


J.C. Fisher
Refinery Manager

AGREED TO BY LOCAL 9-8480, C.A.W.


R. Perry - President

REVISED FROM LETTER DATED APRIL 21, 1988, SIGNED BY:

April 21, 1988

Mr. Robert Taylor - President E.C.W.U. Local 848

and

Mr. Glen Myers - Company

SUBJECT: UNDERSTANDINGS CONCERNING TEMPORARY OPERATOR PROMOTIONS

This is to confirm our understanding agreed to at the time of signing of the Memorandum of Agreement that:

1.) The four Designated Phase 7 Assistants in both the #1 Crude/FCCU Operating Complex, and the Hydrogen Units Complex, and the two Designated Phase 7 Assistant Operators in the #2 Crude/Isomax Operating Complex will, upon permanent promotion to Process Operator, receive up to a maximum of one-year credit towards the two-year experience requirement for Senior Process Operator.

2.) In filling Temporary Operator vacancies for periods in excess of 30 days, the individuals who accept such Temporary Operator promotions will have the full rights of a regular Operator, i.e. their basic pay will be at the Process Operator rate for all hours worked, including Statutory Holidays and Company benefits. They will also be classified as Operator for the purpose of overtime distribution, and cannot be bumped for any reason until they revert back to their former classification. Time accumulated by individuals while promoted to Temporary Process Operator will be credited towards the Senior Process Operator classification.

Revision: June 13/1995:

3. The four Designated Phase 7 Assistants in the Dispatching area will, after being in the position for two years and upon permanent promotion to the Operator level, receive one year of credit towards the two year experience requirement for Senior Dispatching Operator.

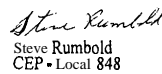
Filling a Temporary Operator vacancy in Dispatching for periods in excess of 30 days, will be handled per section 2 of this letter but will follow the Dispatching area pay rates.

Signed for the Company by
S. Spanglet

for the Union Local 848
S. Rumbold

Re-signed as of: October 6, 1997


Jacques Beauchamp
Shell Canada Products


Steve Rumbold
CEP • Local 848

LETTER OF INTENT TO MEMORANDUM OF AGREEMENT entered into the 21st day of April, 1988, between Shell Canada Products Limited (Sarnia Refinery) and Local 848 of the Energy & Chemical Workers' Union.

SAFETY, HEALTH & INDUSTRIAL RELATIONS TRAINING

As part of the Collective Agreement dated February 1, 1988, to January 31, 1990, the Company agrees to contribute monies to the Union for training solely in the areas of Safety, Health & Industrial Relations. Such training will be supportive of the Company's initiatives in these areas and will enhance Union/Management relations.

Contributions shall be calculated on the basis of \$60 per annum per bargaining unit member, calculated annually January 31, and paid in quarterly installments to the Fund.

The Union agrees that the monies so collected shall be applied primarily for the training of Shell employees working at the Sarnia Refinery.

The Union agrees to provide a Fund audit on request.

Training carried out under this Fund will be subject to the Leave of Absence provisions contained in the Collective Agreement.

FOR E.C.W.U. LOCAL 848 - R. Taylor

FOR SHELL CANADA PRODUCTS LIMITED: (Sarnia Refinery) - G. G. Myers

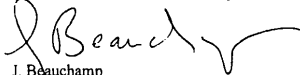
REVISED:

Local 848 of the CEP recognizes Shell Canada's desire to have more input into the development and utilization of this fund. It is therefore agreed that the Union will support Shell Canada Limited in its desire to be represented on, once established, an "Employer's Advisory Council". Shell Canada is prepared to liaise with SHIRT fund Administrator in establishing such a Council.

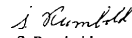
The primary purpose of the Advisory council would be to recommend the type and frequency of training programs to be offered through the SHIRT Fund.

This Memorandum will be considered part of the Sarnia Refinery Collective Agreement for the life of this Agreement, with the proviso however, that either party may cancel the Fund within 30 days prior to February 1, 1997, by giving written notice to the other party.

DATED: October 6, 1997



J. Beauchamp
Shell Canada Products



S. Rumbold
CEP - Local 848

October 18th, 1995

LETTER OF UNDERSTANDING **RE:** DAY ASSIGNMENT ALLOWANCE

The parties agree that, effective January 1, 1991 a shift worker as defined in Article 11.02 who is removed from his/her normal cycle and who is assigned to a temporary day schedule, shall receive a day assignment allowance equivalent to five (5) percent of his/her regular straight time hourly rate for the duration of the day assignment during normal day working hours per Article 11.05 (b) (vii).

It is further agreed that this allowance is a special payment and :

(a) this allowance will not be paid to employees who are assigned a higher temporary rate of pay for a day schedule assignment during a shutdown.

(b) this allowance will not be paid to employees assigned to days as a result of a light duties assignment.

(c) this allowance will not be included in computing overtime and will not apply to the calculation of benefits, including vacation and holidays

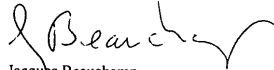
for the Company

for the Union

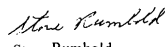
Sam Spanglet

Steve Rumbold

Re-signed as of October 6, 1997



Jacques Beauchamp
Shell Canada Products Ltd.



Steve Rumbold
CEP • Local 848

**LETTER OF INTENT ENTERED INTO THIS 8TH DAY OF APRIL 1991,
BETWEEN SHELL CANADA PRODUCTS LIMITED (SARNIA REFINERY) AND
LOCAL 848 OF THE ENERGY & CHEMICAL WORKER'S UNION**

Shell Canada Products Limited (Sarnia Refinery) and Local 848 of the Energy & Chemical Workers' Union agree to introduce the classification of Crew Leader in the Maintenance Department at a rate of \$25.31, which is 10% above the current journeyman rate.

This classification will be used for journeymen who are being assigned on a temporary basis certain duties and responsibilities of a foreman during vacation coverage, shutdowns, or other special assignments that, in the opinion of management, require the designation of a crew leader.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS LETTER OF INTENT TO BE EXECUTED THIS 8TH DAY OF APRIL, 1991.


for Jack King


Steve Rumbold

LETTER OF INTENT TO MEMORANDUM OF AGREEMENT ENTERED INTO THE 27TH DAY OF APRIL, 1994, BETWEEN SHELL CANADA PRODUCTS LIMITED (SARNIA REFINERY) AND LOCAL 848 OF THE COMMUNICATIONS, ENERGY & PAPERWORKERS UNION

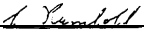
The Company will not contract out work at this location which causes the layoff of any regular employee in the bargaining unit.

In the event of technological change or the permanent closure of all or part of the plant which will result in a permanent work force reduction of employees covered by this agreement, the Company will:

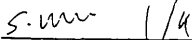
- 1) Attempt to provide other employment for affected employees who, in the opinion of management, have the basic qualifications and aptitude to be considered for vacancies which may exist at that time in other locations within the Company and provide training or retraining for employees placed in new jobs.
- 2) Provide rate protection for employees who are "downgraded" by "red circling" their rate for one year after which management will assign an appropriate progression step for the employee.
- 3) Discuss relocation assistance that could be made available for employees being transferred to other locations within the Company.
- 4) Meet with representatives of the Union to review the work being performed at that time in the Refinery, including work of contractors, and discuss alternatives that could create the potential of retaining employees in revised or new roles. Any job opportunities and retraining costs created through this process, must be, in the opinion of the Company, cost effective and otherwise desirable to the Company.

The terms and conditions of this letter will automatically renew unless representatives of either party serve written notice to terminate this letter. Such notice must be given at least sixty (60) but not greater than ninety (90) days prior to the expiry date of the Agreement signed between the parties at this location.

FOR C.E.P. LOCAL 848:


S. Rumbold

FOR SHELL CANADA PRODUCTS LIMITED (SARNIA REFINERY):


J. King

LETTER OF INTENT TO MEMORANDUM OF AGREEMENT ENTERED INTO
THE 21TH DAY OF APRIL, 1997, BETWEEN SHELL CANADA PRODUCTS
LIMITED (SARNIA REFINERY) AND LOCAL 848 OF THE COMMUNICATIONS,
ENERGY & PAPERWORKERS UNION

TRAINING AND DEVELOPMENT

In consideration of the Union's desire to provide employees with the opportunity to obtain portable skill in the long-term, and the Company's need to have a productive and competitive workforce, the Company and the Union desire to continue with task force referred to as the "Portable Skills Task Force" created through Letter of Understanding #9, April 27th/94.

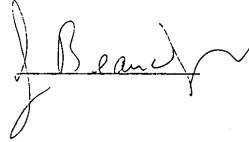
The two Company and two Union Representatives will continue to meet and work with the established mandate, and will provide periodic progress reports to the Dialogue Committee on training and/or development opportunities that are identified and defined.

The Company will endeavor to make available the appropriate resources and materials within a reasonable period of time, on support of these opportunities.

The parties further acknowledge that it is an employee's responsibility to avail themselves of these opportunities.

For CEP

For Shell Canada Products Ltd



Letter of Intent to Memorandum of Agreement entered into the 21st day of April, 1997, between Shell Canada Products Limited (Sarnia Refinery) and Local 848 of the Communications, Energy and Paperworkers Union.

SUBJECT: COMPETITIVE PREMIUM (APRIL 21/97)

The Company and the Union recognize that to remain competitive within our industry requires a flexible workforce.

In keeping with the Company's goal to provide a competitive level of pay while continuing to make changes it deems necessary to achieve flexibility and productivity gains, it is prepared to continue to provide a wage premium as follows:

1. This premium will be \$.96/hr and will not be increased for the first 2 year period of this agreement ending January 31, 1999.

Effective February 1, 1999, this premium will be increased by the same percentage as the general increase for that year of the collective agreement

Effective February 1, 2000, this premium will be increased by the same percentage as the general increase for that year of the collective agreement.

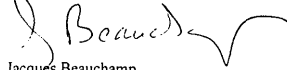
2. This premium will apply to all job classifications, including Crew Leader, but excluding all Laboratory classifications. Regular full time employees hired after the date this letter comes into effect, will not be eligible for this premium at the Phase 1 and Phase 2 Process, Dispatching and Utilities progressions levels.

3. This premium will be included in the calculation of: an individual's benefit base, for Pension and Benefits purposes, Vacation Pay, Holiday Pay (statutory) and for computing Shift Differential.

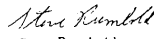
4. This is a separate premium and not part of the regular wage rate for individual classifications but will be doubled for the purposes of computing overtime pay.

This letter and referenced premium shall in no way restrict the Company's current or future ability to determine the work or content of any job classification, or otherwise exercise its' Management Rights as outlined in the Collective Agreement.

DATED: October 6, 1997



Jacques Beauchamp
Shell Canada Products Limited



Steve Rumbold
CEP - Local 848

**LETTER OF UNDERSTANDING
JANUARY 1997**

SUBJECT: PHASE REALIGNMENT IN DISPATCHING DEPARTMENT

A review was made of the progression system in Dispatching, by the Joint Union/ Management Dispatching Phase Realignment Committee, which resulted in the following proposals:

1. The system of job rotation as originally proposed in 1977 will continue unchanged.

2. The training module progression system has been revised including the **Biotreater** Operator requirements. Those employees in Dispatching currently between phase levels 2 and 5 inclusive, will remain in the existing system of phase alignment, and remain qualified to operate the **biotreater** having attained phase 3. Those employees are listed as follows: Wayne **Horvath**, Kevin **McCallum**, Dave Miner, Bill **Picard**, Ed **Stinson**, George **Tancrede**, Dave **Tuckey** and Peter **Vanwijnen**.

3. The time frames for advancement will remain as **existing**, consistent with Clause 14.11 of the Agreement.




Signed for CEP Local 848 by
Steve **Rumbold**
January 21, 1997



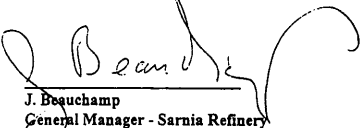
Signed for Shell Canada Products Limited
Jacques **Beauchamp**
March 20, 1997

LETTER OF UNDERSTANDING RE: OPERATIONS TRAINER PAY RATE

The parties agree that for those employees assigned to the Trainer role, he/she will receive a premium of **10%** over the greater of their progression rate or the Operator rate for the duration of this assignment. If this same employee fills an operating role for overtime coverage or is temporarily reassigned to a normal shift position from the Trainer role, his/her progression rate of pay will apply for payroll purposes.



S. Rumbold
President, CEP Local 848



J. Beauchamp
General Manager - Sarnia Refinery

Letter of **understanding** to the **Collective** Agreement entered in the **15th** day of September, **1997** between Shell Canada Products **Limited (Sarnia Refinery)** and Local **848** of the **Communications and Paperworkers Union**.

Subject: **Competitive** Premium Lab Analyst

The company and the **Union** recognize that to remain **competitive** within our industry requires a flexible workforce.

In keeping with the Company's goal to provide a competitive level of pay while **continuing** to make changes it deems necessary to achieve flexibility and productivity **gains**, it is prepared to continue to provide a wage premium as follows:

1.) A wage premium of **.50** cents/hour will be introduced to the Lab Analyst **classification** effective October 1, **1997**.

2.) The company is prepared to increase this premium, per (a) that follows, but may withhold or defer this increase if in the opinion of management the job content changes and **efficiencies** have not been **realized** by the date indicated.

(a) This premium may be increased by **.46** cents/hour three months following the implementation of the first **portion** of this premium.

3.) Any amount of this premium **will** not be increased for the first 2 year **period of this agreement** ending January 31, **1999**.

Effective February 1, **1999**, this premium will be increased by the same percentage as the general increase for that year of the Collective Agreement.

Effective February 1, **2000**, this premium will increase by the same percentage as the general increase for that year of the Collective Agreement.

4.) This premium applies to all Lab classifications, but new **entries** to the Lab, after the **signing** date of this letter, **will not** be eligible for this premium at the Phase 1 and Phase 2 **progression** levels. Temporary employees in the Lab progression will not be eligible for **this** premium.

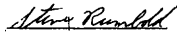
5.) This premium will be included in the **calculation** of an individual's **benefit** base, for Pension and Benefits purposes, Vacation Pay, **Holiday** Pay (Statutory) and for **computing** Shift Differential.

6.) This is a separate premium and not part of the regular wage rate for individual **classifications** but will be doubled for the purpose of computing overtime pay.

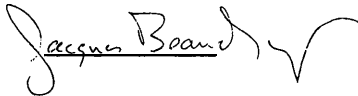
This letter and referenced premium shall in no way **restrict** the Company's current or future **ability** to determine the work or content of any job classification, or otherwise exercise its' Management Rights as outlined in the Collective Agreement.

For CEP Local **848**

For Shell Canada Products Limited
Sarnia Refinery



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Entered: April/97

The following is the **Anti-Harassment Policy** of the Local 848.CEP and is reprinted here for educational purposes only and does not form **part** of the collective agreement.

LOCAL **848** ANTI-HARASSMENT POLICY

Mutual respect must be the basis of **interaction** among all workers in addition to co-operation and understanding. This Union will neither tolerate nor condone **behavior** that is likely to undermine the dignity of self-esteem of an individual, or create an intimidating, hostile or offensive work place.

Harassment is not a joke. It creates feelings of uneasiness, humiliation and discomfort.

It is an expression of perceived power and superiority by the *harasser(s)* over another person.

Harassment can be defined as any unwelcomed **action** by any person, whether verbal of physical, on a single or repeated basis, which humiliates, insults or degrades. "Unwelcomed" or "unwanted" in this context means any actions that the *harasser* knows (or ought to reasonably know) are not desired by the victim of the harassment.

Unwanted comments, racist statements, slurs, jokes or **favoritism**, as well as any unwelcomed attention of a sexual nature such as remarks about appearance or personal life, offensive written or visual actions like graffiti or degrading pictures, physical contact of any kind, or sexual demands are all forms of harassment.

There are two principles that are fundamental to the trade **UNION** movement:

human rights and solidarity. Harassment strikes at the heart of both. **As trade unionists** we must work to protect rights, not take them away.

Trade union principles prohibit us from infringing on the human rights of others, and oblige you to stand with them to protect their rights when others attack them.

If you are harassed by comments or unwanted attention, please advise that person that you find their **behavior** unacceptable. If they persist, immediately advise an Executive Board Member of the C.E.P. Local **848**.

1997

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	Feb 1/99	Feb 1/00
Assistant Utilities Operator - Phase 5	23.40	24.10
Assistant Utilities Operator - Phase 4	22.14	22.80
Assistant Utilities Operator - Phase 3	21.10	21.73
Assistant Utilities Operator - Phase 2	20.19	20.80
Assistant Utilities Operator - Phase 1	19.54	20.12

MAINTENANCE

CrewLeader	30.36	31.27
Journey person	27.60	28.43
Class I Mechanic	25.09	25.84
Class II Mechanic	23.40	24.10
Class III Mechanic	22.14	22.80
Class IV Mech. (Jr. Mechanic)	21.10	21.73
Class V Mech. (Handyman)	20.19	20.80
Class VI Mech. (Utility)	19.54	20.12
Regular Labour	18.45	19.00

LABORATORY

Sr. Laboratory Analyst	26.91	27.72
Laboratory Analyst - Phase 6	25.09	25.84
Laboratory Analyst - Phase 5	23.40	24.10
Laboratory Analyst - Phase 4	22.14	22.80
Laboratory Analyst - Phase 3	21.10	21.73
Laboratory Analyst - Phase 2	20.19	20.80
Laboratory Analyst - Phase 1	19.54	20.12

SWING JOB CLASSIFICATIONS

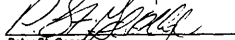
For the purposes of Schedule "A", swing job classifications will be regarded as additional job classifications and will be placed on the appropriate line of progression. Rates of pay for such positions to be those rates worked as per schedule.

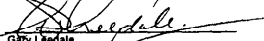
IN WITNESS WHEREOF, THE PARTIES
HERETO HAVE CAUSED THIS
AGREEMENT TO BE EXECUTED THIS
7TH DAY OF JUNE 1999.

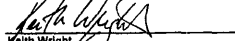
The terms of the agreement are as follows:

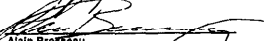
- 1) General increase for all hourly employees equal to **3%** of current hourly Schedule 'A' wages effective February 1, 1999.
- 2) **After** application of **this** general increase, a further wage increase of **10** cents per hour to be added to the hourly Schedule 'A' wage rate for the positions of Assistant Operator, Phase 7 in Operations, Assistant Operator, Phase 7 in Dispatching and Assistant Utilities Operator, Phase 7 in Utilities. Effective date for this adjustment is also February 1, 1999.
- 3) General increase for all hourly employees equal to **3%** of the then-current hourly Schedule 'A' wage rates effective February 1, 2000.
- 4) **After** application of the February 1, 2000 general **increase**, a further wage increase of **10** cents per hour to be added to the hourly Schedule 'A' wage rate for the positions of Assistant Operator, Phase 7 in Operations, Assistant Operator, Phase 7 in Dispatching and Assistant Utilities Operator, Phase 7 in **Utilities**. Effective date for this adjustment is also February 1, 2000.
- 5) Premiums: **Shift differentials** will remain unchanged as a percent of hourly wages but, of course, **shift** differential payments will rise since the percentages will be calculated on higher hourly wages **after** the application of the above adjustments. As provided for in a letter of understanding to the current collective agreement (page 87), the current 'Competitive Premium' of **96 cents** per hour will also be **adjusted by 3% effective** February 1, 1999 and by a further **3% effective** February 1, 2000.

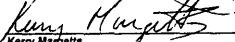
For Shell Canada Products Limited
(Sarnia Refinery)


Peter St. George


Gary Laydala



Keith Wright

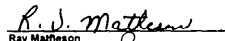

Alain Brodeur



Kerry Margolis

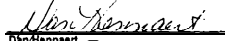

Rob Taylor

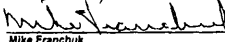
For CEP Local 848


Steve Rumbold

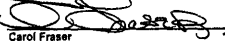

Ray Matheson


Dan Simon


Dan Hennert


Mike Franchuk


Arnold Anderson


Carol Fraser

SHELL CANADA PRODUCTS LIMITED
(Sarnia Refinery)
Schedule **"A"** Rates of Pay

Feb 1/99 Feb 1/00
3% 3%

PRODUCTION UNITS

Senior Process Operator	29.82	30.72
Process Operator	28.25	29.09
Assistant Operator - Phase 7	26.80	27.70
Assistant Operator - Phase 6	25.09	25.84
Assistant Operator - Phase 5	23.40	24.10
Assistant Operator - Phase 4	22.14	22.80
Assistant Operator - Phase 3	21.10	21.73
Assistant Operator - Phase 2	20.19	20.80
Assistant Operator - Phase 1	19.54	20.12

DISPATCHING

Senior Dispatching Operator	29.82	30.72
Dispatching Operator	28.25	29.09
Assistant Operator - Phase 7	26.80	27.70
Assistant Operator - Phase 6	25.09	25.84
Assistant Operator - Phase 5	23.40	24.10
Assistant Operator - Phase 4	22.14	22.80
Assistant Operator - Phase 3	21.10	21.73
Assistant Operator - Phase 2	20.19	20.80
Assistant Operator - Phase 1	19.54	20.12

STEAM PLANT

Senior Utilities Operator	29.82	30.72
Utilities Operator	28.25	29.09
Assistant Utilities Operator - Phase 7	26.80	27.70
Assistant Utilities Operator - Phase 6	25.09	25.84