

SOURCE	C.O.		
EFF.	94	02	01
	97	01	31
NO. OF EMPLOYEES	143		
NO. EMPLOYEES	80		

**COLLECTIVE  
BARGAINING  
AGREEMENT**

between

**PETRO-CANADA PRODUCTS  
A DIVISION OF PETRO-CANADA  
OAKVILLE REFINERY**

and

**COMMUNICATIONS, ENERGY & PAPERWORKERS UNION  
LOCAL 593  
OAKVILLE REFINERY UNIT**



February 1, 1994 - January 31, 1997

0234506

**THIS AGREEMENT ENTERED INTO AS OF THE  
1ST DAY OF FEBRUARY, 1994**

**BETWEEN**

**PETRO-CANADA PRODUCTS  
A DIVISION OF PETRO-CANADA  
OAKVILLE REFINERY  
(hereinafter called the 'Company')**

**and**

**COMMUNICATIONS, ENERGY & PAPERWORKERS UNION,  
LOCAL 593  
OAKVILLE REFINERY UNIT  
(hereinafter called the 'Union')**

**IN CONSIDERATION of the mutual covenants herein contained the  
parties hereto agree each with the other as follows:**

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## **ARTICLE 1 - RECOGNITION**

- 1.01 The use in this Agreement of the word 'employee' or 'employees' shall mean any person or persons covered by this Agreement.
- Any reference in this Contract to the male gender will be read as referring to both sexes.
- 1.02 The Company recognizes the Union as the exclusive bargaining agent for all employees working for the Company in the Oakville Refinery at Oakville in the Regional Municipality of Halton, in the Province of Ontario, save and except foremen or supervisors, persons above the rank of foreman or supervisor, office and clerical staff, stores and shipping staff, mechanical technicians, professional engineers, plant protection staff, security staff, first aid staff, laboratory staff other than laboratory technicians and testers, students hired for the school vacation period, stationary engineers, and persons primarily engaged as their helpers employed in the power house.

## **ARTICLE 2 - RELATIONSHIP**

- 2.01 The parties hereto mutually agree that any employee of the Company covered by this Agreement may become a member of the Union if he wishes to do so, and may refrain from becoming a member of the Union if he so desires.
- 2.02 The Company agrees that there shall be no discrimination, restraint or coercion exercised or practiced by the Company or by any of its representatives with respect to any employee because of his membership in, or in connection with, the Union.
- 2.03 The Union agrees that there shall be no intimidation, restraint or coercion exercised or practiced upon employees of the Company by any of its members or representatives and further agrees that there shall be no Union activity on Company property and/or Company time except as herein provided.

- 2.04 An employee who is covered by this Agreement and is laid off shall cease to be a part of the employee-employer relationship and shall not, in any respect, be covered by the provisions of this Agreement except for his right of recall.
- 2.05 Temporary help used to fill temporary vacancies will be assigned to the Apprentice Operator Level 6 Classification, or Technician Level 5, and shall be defined as relief men under the provisions of Article 15. Such personnel will not be deemed to have any seniority rights relative to permanent employees.
- 2.06 During the Company's general Orientation Program, the Company agrees to schedule reasonable time and access to normal facilities in the Plant for a member of the Union's Executive to present the Union's Orientation Program to all new employees who are covered by the terms of this Collective Agreement.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 The Union acknowledges that it is the exclusive function of the Company, among others, to:
- (a) Maintain order, discipline and efficiency, hire, promote, demote, suspend, discharge for just cause, lay off, assign to shift, transfer employees and increase or decrease the working force; make and alter from time to time rules and regulations to be observed by the employees, and to train as it sees fit, subject to the provisions of this Agreement.
  - (b) Generally to manage and operate its business in all respects in accordance with its commitments and responsibilities. The location of the plants, the products to be manufactured, the schedules of production, the methods, processes and means of manufacturing are solely and exclusively the responsibility of the Company.
- 3.02 It is agreed that these enumerations will not be deemed to exclude other functions of Management not enumerated.

**ARTICLE 4 - UNION STEWARDS, EXECUTIVE, GRIEVANCE,  
BARGAINING, AND OCCUPATIONAL HEALTH &  
SAFETY COMMITTEES**

4.01 Fourteen (14) Union Stewards, who shall be regular employees of the Company, with not less than one (1) years service with the Company, shall be elected by the employee members of the Union as follows:

Section #1	3 Stewards
Section #2	3 Stewards
Section #3	3 Stewards
Section #4	3 Stewards
Laboratory	1 Steward
Refinery	1 Chief Steward

Thirteen (13) Occupational Health and Safety Representatives, who shall be regular employees of the Company, with not less than one (1) year's service with the Company, shall be elected by the employee members of the Union as follows:

Section #1	3 Representatives
Section #2	3 Representatives
Section #3	3 Representatives
Section #4	3 Representatives
Laboratory	1 Representative

4.02 The Union Grievance Committee shall consist of the Chairman, and Vice-chairman or Chief Steward, and the Steward who represents the employee presenting the grievance. The Committee shall consist of not more than three (3) employees.

4.03 The Union Bargaining Committee shall consist of not more than seven (7) employees.

4.04 National Union representatives shall be entitled to participate in any bargaining meeting between the Company and the Union Bargaining Committee.

4.05 The Union shall notify the Company in writing of the names of its Occupational Health & Safety Committee Members,

Executive Committee Members, and Stewards, and their areas of jurisdiction, and of any changes in such personnel and when such changes may occur.

- 4.06 A Union Steward shall be entitled to discuss matters of discipline with a disciplined employee's immediate Supervisor.
- 4.07 If a meeting (exclusive of Bargaining or Grievance meetings) is called by the Company with the Union, the Union Representatives (employees) asked to attend and attending the meeting will be paid at straight time their scheduled basic hourly rate of pay for the time they spend in such meeting.
- 4.08 If meetings, including Bargaining and Grievance Committee meetings, are called by either the Company or the Union, all members authorized to attend such meetings shall be paid at straight time their scheduled basic rate for any time lost from active employment due to attendance at such meetings.
- 4.09 The Company agrees to provide one office for Union Executive or designate use. The office will be available to Union Executives from 0700 to 1630 hours, Monday to Friday. At other times access will be available through the Shift Superintendent.

#### **ARTICLE 5 - GRIEVANCE PROCEDURE**

- 5.01 If an employee believes that he has been unjustly treated by the Company or that any of the provisions of this Agreement affecting him have not been properly complied with, he shall take up his case directly with his immediate supervisor within five (5) days of the alleged unjust treatment with or without a Steward. If the matter is still unresolved, the grievance procedure set forth below shall be followed.

##### **Step No. 1**

The aggrieved employee may, with or without the Steward, present the grievance in writing, in duplicate, in the case of the Operations Department to the Superintendent, Operations and in the case of the Laboratory to the Quality Co-ordinator, Refinery Services, who shall consider it in the presence of the person or persons presenting same, and the process Supervisor in the case of an Operations' employee,

and the Laboratory Supervisor, in the case of a Laboratory employee, and render the decision in writing. Should no settlement satisfactory to the employee be reached within five (5) days the next step on the grievance procedure may be taken at any time within ten (10) days thereafter.

Step No. 2

- R The aggrieved employee may, with or through the Grievance Committee, submit the grievance to the General Manager, or alternate, who shall be a person different than at Step 1 and they shall meet within five (5) days to consider the grievance. At this step, they may be accompanied by the representative of the National Union, if the representative's presence is requested by either party.
- 5.02 If at this step final settlement of the grievance is not completed within ten (10) days, and if the grievance is one which concerns the interpretation, application, or alleged violation of a specific provision of this Agreement, the grievance may be referred by either party to an Arbitrator as provided in Article 6, at any time within thirty (30) days thereafter, but not later.
- 5.03 Where more than one employee files a grievance regarding the same issue the parties may agree to handle the individual grievances jointly. Where they are dealt with in this manner the procedure for handling them will be worked out by the parties.
- 5.04 Any difference or grievance arising directly between the parties to this Agreement may be submitted in writing and will be heard at Step 2.
- 5.05 The time limits specified in this Article shall be deemed to be exclusive of Saturdays, Sundays, recognized holidays, vacations of the aggrieved employee and the appropriate Department Manager, and the aggrieved employee's regular days off.
- 5.06 Any and all time limits may be extended by mutual agreement of the parties.
- 5.07 In the grievance procedure outlined above, presentation of grievances and decisions, where called for in writing, shall be on forms mutually agreed upon and completed with the basic necessary information.

**ARTICLE 6 - ARBITRATION**

- 6.01 Both parties to this agreement agree that any dispute or grievance concerning the interpretation, application or alleged violation of a specific provision of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article 5 above, and which has not been settled, may be referred to an Arbitrator at the request of either of the parties hereto.
- 6.02 When either party requests that a grievance be submitted to arbitration, that party will make such request in writing addressed to the other party and will provide at that time the names of at least 5 possible arbitrators.
- 6.03 The parties shall endeavor to select a mutually acceptable Arbitrator. However, if they are unable to reach agreement within 30 days or such longer period as agreed to between them, the parties may request the Minister of Labour of Ontario to appoint such an Arbitrator.
- 6.04 The Arbitrator shall conduct hearing(s) as soon as possible after appointment and shall endeavor to render a decision as soon as possible after the completion of the hearings.
- 6.05 An Arbitrator 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.
- 6.06 The decision of the Arbitrator shall be final and binding on the aggrieved employee or employees, the Company and the Union.
- 6.07 Each of the parties to this Agreement will jointly share the expense of the Arbitrator.
- 6.08 No person shall be selected as Arbitrator who has been directly involved in attempts to negotiate or settle the grievance.
- 6.09 Time limits set forth in this Article shall be deemed to be exclusive of Saturdays, Sundays, recognized holidays, vacations of the aggrieved employee and appropriate Department Manager and the aggrieved employee's regular days off, and may be extended by mutual consent of the parties or the Arbitrator.

## ARTICLE 7 - PERSONNEL RELATIONSHIP

7.01 It has always been and it shall continue to **be** the right of **every employee** of the **Company** to consult with his Supervisor or Human Resources Department with respect to any problem or matter whether connected with his employment or not.

7.02 The Company and the Union recognize the right **of** all employees **to** work in an environment free from sexual or workplace harassment and to be treated fairly and with respect in the workplace. It is the intention of the Company and the Union to provide a workplace environment that is productive and promotes both the dignity and self-esteem of all employees.

**N** For the purposes of this provision, **Sexual Harassment** means any unwelcome behaviour of a sexual nature that causes offense or humiliation to any employee or that might be perceived by that employee as placing a condition of a sexual nature on any employment relationship.

**Workplace Harassment** means any unwelcome behaviour which creates an intimidating, threatening or hostile work environment such that an employee's performance is impaired, the employment relationship is adversely affected or the employee's dignity or respect is denied.

Two Harassment Coordinators (preferably one of each gender with one selected by the Company and one by the Union) shall be jointly responsible for the administration of this provision. Every attempt will be made throughout any investigation procedure **to** maintain complete confidentiality.

It is both the right and the responsibility of all employees who believe that they have been subjected to unacceptable behaviour to first ask the instigator *to* stop the unwelcome behaviour. If the harassment continues, the individual should then go *to* a Coordinator to discuss the concern. The Coordinators will investigate the employee's concern, and if substantiated, will take any necessary steps within their mandate, to reach a decision which attempts *to* bring about an informal resolution.

If the matter is not resolved, any person may proceed to the next step within ten (10) working days of the Coordinators' decision. The individual advancing the matter to the next step shall send a formal written submission to the senior management person on site and to the local union president. The senior management person and the local union president or their designate(s), should meet with all affected persons within five (5) working days. They will investigate the matter and will take any necessary steps to reach a decision. Management will be responsible for any corrective action resulting from the decision.

Any person not satisfied with the decision, will have the option of either filing a grievance and/or a human rights complaint; or utilizing Petro-Canada's Complaint Resolution Procedure for a final and binding decision.

#### **ARTICLE 8 - MANAGEMENT GRIEVANCES**

- 8.01** It is understood that the Management may at any time request a meeting with the Union Grievance Committee to discuss any complaint with respect to the conduct of the Union, its Officers or Committeemen, in its relationship with the Company or other employees. If such complaint by the Management is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance, and referred to arbitration in the same way and to the same extent as the grievance of an employee.

#### **ARTICLE 9 - DISCHARGE CASES**

- 9.01** In the event that an employee, who has attained seniority, is discharged or suspended from employment and the employee, feeling that an injustice has been done, the case may be taken up as a grievance.
- 9.02** A claim by an employee or ex-employee, who has been discharged and who has attained seniority, that he has been unjustly discharged from his employment shall be treated as a grievance if a written statement of such grievance is lodged

with the Manager, Operations or in the case of the Laboratory, the Manager Refinery Services. All such statements must be submitted within five (5) calendar days and the case shall be disposed of within seven (7) working days of the date the employee ceases to work for the Company or commences his suspension, except where a case is taken to arbitration. All preliminary steps of the grievance procedure prior to Step No. 2 shall be omitted in such cases.

- 9.03 Such grievance may be settled by confirming the Management's action in dismissing the employee, or by cancelling out the discharge and reinstating the employee in his former position with full compensation for time lost, or by any other arrangement which is considered just and equitable in the joint opinion of the Management and the Union or in the opinion and decision of an Arbitrator.

#### **ARTICLE 10 - STRIKES AND LOCKOUTS**

- 10.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the lifetime of this Agreement there shall be no strike, picketing, slowdown, or stoppage of work, either complete or partial, and the Company agrees that there shall be no lockout.
- 10.02 The Company shall have the right to discharge or otherwise discipline employees who take part in or instigate any illegal 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 5.
- 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 Step 2 of Article 5.

#### **ARTICLE 11 - REFINERY SENIORITY**

- 11.01 An employee having less than one hundred and eighty (180) days of unbroken service with the Company since his last date of hire shall be considered a probationary employee,

and shall have no seniority rights; but when such rights are acquired, service shall be regarded as having started from a date one hundred and eighty (180) days immediately prior to the acquiring of such service. A probationary employee shall not accumulate service for seniority rights where his employment is terminated for any reason, and any such removal shall not be subject to the grievance procedure as set out in Article 5 of the Agreement.

- 11.02 An employee shall lose his seniority rights if:
- (a) He quits the employ of the Company;
  - (b) He is discharged, and such discharge is not reversed through the grievance procedure;
  - (c) He is laid off for more than twelve (12) consecutive months;
  - (d) He fails to return to work after layoff within eight (8) days from the date on which the Post Office 'Acknowledged Receipt' card, that will accompany each registered letter containing the Company's recall notice, is either signed by a recipient of the registered recall notice, or is returned, as undeliverable mail, to the Company;
  - (e) He takes work elsewhere during a leave of absence without the consent of the Company;
  - (f) He overstays a leave of absence without first (whenever possible) obtaining the permission of the Company. Such permission shall only be granted on the basis of a satisfactory reason being given at the time permission is sought.
- 11.03 The Company agrees to post in the Refinery an up-to-date seniority list each three (3) months and to submit two (2) copies to the Union. Any protests as regards seniority lists must be made by the Union to the Company within thirty (30) days after posting. Reference to this Article shall be typed on the Seniority list.
- 11.04 Assignment of seniority shall be allocated in numerical order from the date of hire. If more than one employee is hired on the same date, these employees shall, subject to the provisions of Article 11.01, have seniority preference in alphabetical order of surname.

## ARTICLE 12 - HOURS OF WORK

- 12.01 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.
- 12.02 The standard weekly hours of work shall be thirty-seven and one-third (37 1/3). The work week shall commence at 0700 hours on Monday, and shall conclude at 0659 hours the following Monday.
- 12.03 For day employees the work period shall be eight (8) hours per day, and thirty-seven and one-third (37 1/3) hours per week averaged over a completed work cycle of three (3) weeks. The working hours for such employees shall be 0800 hours to 1630 hours with one-half hour for lunch.
- 12.04 For shift employees, the regular work week shall average thirty-seven and one-third (37 1/3) hours over a completed shift cycle, made up of twelve (12) hours days. The following schedules established by the Company are:
- |             |                          |
|-------------|--------------------------|
| Day shift   | 0700 hours to 1900 hours |
| Night shift | 1900 hours to 0700 hours |
- The hours of work of shift employees who are temporarily working as day employees, shall be as Article 12.03.
- 12.05 It is agreed that no employee shall leave his assigned job unless properly relieved.

## ARTICLE 13 - OVERTIME AND PREMIUM PAY

- 13.01 Overtime is defined as authorized hours worked over and above regularly scheduled hours.
- 13.02 Double time (X2) the employee's basic rate shall be paid for all overtime.
- 13.03 Overtime rates shall not apply:
- R** (a) If extra hours worked are brought about when a change is made for the convenience of the employee.

(b) For work performed during regularly scheduled hours, except if the work is performed on a Recognized Holiday.

13.04 An employee called in and reporting to work outside of his regularly scheduled hours shall receive a minimum of four (4) hours pay at straight time, or the overtime rate for all time actually worked, whichever is the greater.

13.05 The provisions of Section 13.04 shall not apply when an employee is called in and reports to work early and the period for which he is called in merges with his next scheduled shift. In such cases, the employee shall receive payment at the overtime rate for the hours so worked by him in advance of his regular shift.

13.06 There shall be no pyramiding of overtime or premium payment.

13.07 An employee will be entitled to a hot meal:

- R**
- (a) when called in under Article 13.05: or
  - (b) when required to work, without prior notice, two (2) or more consecutive hours immediately succeeding his regular quitting time.

A second hot meal will be provided to employees called in, without prior notice, for a full shift on a scheduled day of rest.

13.08 Voluntary & Mandatory Spare Boards

(a) Overtime shift coverage will be on a voluntary Spare Board basis.

Employees on days off will place their names on the spare board stating the days they will be available. If in the Company's opinion this method of covering shifts proves to be unsatisfactory, overtime shift coverage will revert to the mandatory spare board system as stated in Article 13.08 (b).

(b) 12 Hour shift workers will guarantee coverage by use of a Mandatory Spare Board. Each shift worker would be available for call for a two (2) hour period commencing eleven (11) hours from the completion of his last shift to fill a vacancy occurring on the next shift.

Example:

Last schedule shift Tuesday 0700 hours - 1900 hours. This employee would be available by phone from Wednesday 0600 hours until Wednesday 0800 hours to be 'called out' to work the Wednesday day shift. If the employee has not been called out by 0800 hours Wednesday, he would be released from "Mandatory Spare Board" responsibility.

- (c) Both parties to this agreement acknowledge the critical need with twelve (12) hour shifts, to ensure that 'back-up' manpower is available to secure the on-going safe and efficient operation of the plant. If, on three (3) separate instances within a twenty-seven (27) week period, it is not possible to fill a vacancy in the manner set forth in Article 13.08 (a) or (b), the Company retains the right to terminate the twelve (12) hour shift schedule and revert to the former eight (8) hour shift schedule.
- 13.09 Holiday pay and pay for work performed on a recognized holiday shall be treated as two (2) separate matters. Work performed on a recognized holiday shall be regarded as premium time and paid for at the regular premium rate.
- 13.10 Overtime rates shall apply when an employee reports to work within nine (9) hours of his previous shift.
- 13.11 The Company agrees to post the current guidelines for Scheduled Overtime Coverage. Any changes must be mutually agreed between the Union and Company.

#### **ARTICLE 14 - CHANGE OF SCHEDULE**

- 14.01 A change of schedule shall be said to occur when an employee's starting or stopping time is altered by eight (8) hours or more (8 hour shift schedule), or twelve (12) hours or more (12 hour shift schedule), or his days off changed, but shall not include the regular rotation from one shift to another nor hold and call.
- 14.02 When an employee's schedule is changed by the Company, the employee shall be paid at the rate of double time (X2) for the first shift of the new schedule except::

- (a) When a change of schedule is made for the convenience of the employee, as a result of disciplinary action to himself, or due to his inability to perform. In such cases, no premium pay shall be paid to the employee either at the start or at the end of such change of schedule.
- (b) When an employee's schedule is changed from shift work to day work, he will not receive premium pay for such change of schedule. When the employee's schedule is changed from day work back to his previous shift, he will be paid at the regular overtime rate for work performed during the first shift scheduled.
- (c) In the case of the change of schedule of an Apprentice Operator Level 6 or Relief man, or Technician Level 5.
- (d) If a change of schedule coincides with a Recognized Holiday, the change of schedule premium will be applied to the next regular working day of the employee's new schedule.
- (e) If a change of schedule causes an employee to work consecutive shifts, or a short change as per Article **13.10**, the change of schedule premium shall be applied to the second regular working day of the employee's new schedule.

**14.03**

- (a) If, due to a change of schedule, an employee works in excess of the number of days normally scheduled in a work cycle (27weeks), he shall be paid at the overtime rate for the additional days worked.

or

- (b) If, due to a change of schedule, an employee works less than the number of days normally scheduled in a work cycle (27weeks), he shall have the opportunity to make up lost days at his normal rate of pay and at a mutually agreed date.

**14.04**

All employees shall have the privilege of exchanging shifts or days off or mandatory overtime board assignments, by individual arrangement, provided:

- (a) Written consent of a Supervisor is obtained. Whenever possible, such consent shall be obtained at least forty-eight (48) hours in advance. Such consent shall not be unreasonably withheld if the reason is considered to be just and reasonable.
- (b) No additional cost or penalty shall be paid by the Company.
- (c) The approval of the Supervisor must be obtained for any mutual change involving less than eight (8) hours. Such approval will not be unreasonably withheld.
- (d) Mutual change agreements between 12 - hour shift employees will not be repaid by working back-to-back shifts, i.e. doubles.

#### **ARTICLE 15 - PROMOTIONS AND TRANSFERS**

15.01 Where a vacancy exists for any biddable position, preference will be given to the employee with the greatest Refinery seniority as defined by Article 11, and who works in the section where the vacancy exists, providing that the employee concerned has the required skills and qualifications. When an employee proves to be incapable of performing the duties of his new job classification, he shall be returned to his former job classification where he will assume his former job classification seniority standing. This does not, however, prevent the same employee from making another try at some later date.

15.02 Employees are required to successfully complete all requirements of the Operator Incentive Program.

The Parties recognize that an employee, for a variety of reasons, may not be able to fulfill all the requirements outlined in the Operator Incentive Program within the prescribed time limits. In such cases, an employee may be granted a "bye" for a period of 12 months. A condition of granting this "bye" is that an action plan, mutually agreed to by employee and Company, be developed to enable the employee to meet the expected level of qualification.

In any event, the maximum time to successfully complete the program shall not exceed eight (8) years, four (4) months.

- 15.03** (a) Coverage required for vacancies of a temporary nature, except as outlined in **15.03** (b), resulting from vacations, training, injury, sickness, leave of absence or emergencies, etc., shall be obtained by assigning a spare man. If this is not feasible, a relief man will be used. Should any of the foregoing not be possible, or should such an arrangement not produce coverage of sufficient skill and qualifications, then relief shall be supplemented by the movement of personnel from another shift in the classification where the vacancy exists.
- (b) When a vacancy of a temporary nature extends beyond thirty **(30)** days in a Master Operator position, the vacancy will be filled by assigning the most senior qualified operator. When this is impractical, or when such a vacancy has been filled by other means, the employee eligible for promotion by seniority shall receive payment at the higher applicable rate for the period of the vacancy.
- 15.04** Employees with up to **24** months' seniority in the Laboratory may bid for transfer to Level 5 Apprentice Operator Classification in one of the Sections whenever a permanent vacancy exists. Employees with service of four (4) months and up to twelve **(12)** months may bid for transfer to Level 4 Technician. Employees with less than four (4) months' service may bid to Level 5 Technician, whenever a permanent vacancy exists. Employees in the Apprentice Operator classification, with up to sixteen **(16)** months' seniority in any Section, may bid for transfer to the lowest paid level (Level 5) in any other Section, whenever a permanent vacancy exists.
- 15.05** Notices covering a permanent position in Level 4 Technician or Level 5 Technician in the Laboratory, or Master Operator or Apprentice Operator Level 5 in a section, shall be posted for a minimum of eight (8) days and bids shall be received by the Human Resources Department during the aforementioned period. If a vacancy is created with less than seven (7) days' notice, a posting period of a minimum of three **(3)** days

shall be required. The position shall be awarded by the Company to the employee with the longest Refinery seniority, skill and qualifications being equal and satisfactory, except as limited in 15.04 and 15.06.

**15.06** No transfer shall be made out of the Laboratory or Sections where depletion of forces will endanger or seriously hamper the operation of that Section or the Laboratory.

**15.07** Appendix "C" (Lines of Permanent Progression Chart) to this Agreement is to be used to determine the Lines of Permanent Progression (where applicable) and transfer, but it is not intended that the Company cannot add or delete classifications. However, the Company agrees that prior to implementing such classifications changes it will discuss the matter with the Union.

**15.08** When new units are added, the new positions created will be posted for bidding for a minimum of eight (8) days. In selecting personnel, the Company will give due consideration to seniority, but in all cases, the selection will be made based upon the overall Refinery needs from a staffing point of view.

**15.09** In arranging training for advancement, the Company will give preference to the senior employee in each level of progression on the particular shift.

**15.10** During the time period allotted to each level of progression, as outlined in the Operator Incentive/Laboratory Technician Incentive Programme, the Company will provide training materials and adequate training opportunity so that each employee will be qualified to advance to successive levels.

In the event that an employee has not received either training materials or adequate training opportunity within the time limits specified, that employee will temporarily advance to the rate of pay of the next level of progression, and will receive the requisite materials and/or training opportunity as soon as is practical.

Upon successful completion of this training the employee will retroactively advance to the next level of progression.

Should the employee not be successful in completing all the requirements after the Company has made available all train-

ing opportunity then the employee shall revert to the qualified rate and Article 15.02 applies.

15.11 Employees, when placed on special assignment, shall receive a premium of 12% per hour of the Master Operator rate, over and above their classification rate of pay.

15.12 R Any employee who is assigned to the position of Co-ordinator or Safety Co-ordinator in a planned turnaround shall receive a premium of 15% of the Master Operator's base rate above the rate of the employee's classification while so assigned.

Any employee who is assigned to the position of Assistant Co-ordinator or Safety Advisor in a planned turnaround shall receive a premium of 12% of the Master Operator's base rate above the rate of the employee's classification while so assigned.

Any employee who is assigned to the position of Safety Valve Co-ordinator, Turnaround Operator or assigned to Inspection shall receive a premium of 10% of the Master Operator's base rate above the rate of the employees' classification while so assigned.

The Company agrees to post the current Turnaround Guidelines. Any changes must be mutually agreed upon between the parties.

#### **ARTICLE 16 - REDUCING FORCES AND RECALL**

16.01 In the event of a reduction in the working force involving lay-off of employees, probationary employees will be the first laid off and then regular employees on the basis provided in this Article.

16.02 When reducing forces and when there is equality of skill and qualifications, the employee having the least Refinery seniority shall be the first displaced. An employee whose job is abolished, or who is displaced from his job classification, shall be entitled to assume a position in the next lowest paid job classification in his line of progression, providing he has the necessary skill and qualifications to perform the work.

- 16.03** Should employees being considered for reduction from the same job classification have the same job classification **seniority, the employee with the least Refinery seniority shall be displaced first.**
- 16.04** **R** An employee whose job is abolished or who is displaced from an Operating Section or the Laboratory, shall be entitled to exercise his Refinery seniority right to displace an employee in another Operating Section or the Laboratory, providing he has the necessary skill and qualifications to perform the work. Displacement of a Section 3 employee will be governed by the provisions of the Letter of Agreement signed September 27, 1993.
- 16.05** Initial lay-offs shall be made from the Apprentice Operator Level 6 and Level 5 Technicians.
- 16.06** When there is equality of skill, competence and efficiency, the employee having the least Refinery seniority shall, in the case of layoffs, be the first laid off.
- 16.07** When increasing the number of employees, preference shall be given in the order of the Refinery seniority to persons who have been laid off and have recall rights provided such persons can satisfactorily pass the Company's pre-employment physical examination, and have the necessary skill and qualifications for the jobs to be filled and notify the Human Resources Department within four (4) days from the Company's recall notice of their intention to report and provided they report to work within eight (8) days from the date of the Company's recall notice.
- 16.08** The notice to report for work shall be given by registered letter, mailed to the last address of the person laid off appearing on the records of the Company. It shall be the responsibility of the person laid off to keep the Human Resources Department informed, in writing, of the address through which he may be reached.
- 16.09** The Company agrees to consider the employment of displaced employees at locations other than their normal place of employment. In the event of an employee being employed at another location, he shall retain all accredited service.

However, only seniority at his new place of employment may be exercised for local privileges and advantages.

- N** Employees transferring to another Petro-Canada site due to a plant closure, partial plant closure or change of methods or facilities, will be entitled to rate protection in accordance with the provisions of the Collective Agreement with the further understanding that the protected rate in their classification will be no greater than the corresponding classification of the new location.

#### **ARTICLE 17 - JOB SECURITY**

- 17.01** Permanent Work Force Reduction. In the event of Plant closure, partial Plant closure, or change in methods or facilities which will involve a permanent work force reduction of employees covered under this Collective Agreement, the Company shall give the Union not less than six (6) months advance notice or statutory notice, whichever is greater, for such change or closure.
- 17.02** After providing such notice, the Company will meet with the Union to consider all available methods to facilitate the planned workforce reductions through attrition. If these considerations fail to provide such workforce reduction within notice period specified above or in circumstances where attrition is not an appropriate method of providing the required reduction, the Company agrees to participate with the Union in every way possible to determine methods of reducing the workforce and minimizing the negative impact on employees affected.
- 17.03** Any employee covered by the terms of this Collective Agreement who is permanently discharged or laid off under this Article shall be entitled to severance pay as outlined below, provided that:
- (a) The employee remains available for work until the date of termination.
  - (b) The employee is not terminated for just cause. Upon payment of severance pay, the employee will be terminated and will have no further rights of recall.

- 17.04 Lay-off due to Shortage of Work. Any employee covered by this Collective Agreement who is laid off due to shortage of work, shall be entitled to severance pay as outlined below. The severance pay shall be payable when the employee voluntarily or pursuant to Clause 11.02 (c), Article 11 to this Agreement, forfeits the right to recall.
- 17.05 **R** Severance Pay. Employees entitled to severance pay, shall receive such pay equivalent to the greater of: (a) the amount of severance pay required by applicable Employment Standards legislation or (b) an amount equivalent to not less than two weeks' pay plus two weeks' pay for each complete year of continuous service. The "2 + 2 Formula" includes any statutory requirements. Severance pay for a partial year of service will be calculated on a prorated basis.
- This formula provides a minimum severance payment of four weeks' pay for employees with one completed year of service and for employees with more than one year of service, two weeks' pay plus two weeks' pay per complete year of continuous service thereafter.
- The Company will take into consideration all applicable legislation and regulations in an effort to provide the employee with the greatest flexibility in the payment of severance pay.
- For the purposes of this article, one weeks pay is defined as the employee's basic hourly wage rate at the time of termination times 37.33 hours.
- 17.06 An employee terminated and accepting severance payment under the above terms, remains eligible to be considered for re-employment as a new employee.

#### **ARTICLE 18 - VACATION WITH PAY**

- 18.01 The Company agrees to give vacation with pay as follows:
- (a) The vacation year will run for twelve (12) months from January 1st to December 31st, and vacation will be scheduled to be taken at any time during that period.

- (b) For the sake of clarity, a vacation week for day workers shall consist of seven (7) days off, and the maximum number of working days in a vacation week shall be five (5). The vacation week will begin on the first working day of an employee's regular work schedule.
- (c) For the sake of clarity, for employees working a twelve (12) Hour Shift Schedule, a vacation week shall consist of three (3) scheduled consecutive working days off, and the maximum number of working days in a vacation week shall be three (3).
- (d) Employees with one (1) year of service or more. Employees who complete or will complete the required years of continuous service in a given calendar year will be entitled to vacations in that vacation year on the following basis:

Completed Continuous Service	Vacation Entitlement
1 year but less than 10	3 weeks
10 years but less than 19	4 weeks
19 years but less than 25	5 weeks
25 years and over	6 weeks

- (e) Employees with less than one (1) year of service:
  - For Day Workers - One and one-quarter (1 1/4) day's vacation (to a maximum of 15) for each calendar month (or part thereof) the employee is on the payroll in the first calendar year.
  - For 12 Hour Shift Workers - Three quarters (3/4) of a days vacation (to a maximum of nine (9) twelve (12) hour days) for each calendar month (or part thereof) the employee is on the payroll in the first calendar year.

18.02 For each week of vacation to which an employee is entitled under this Article, he shall receive as vacation pay an amount equivalent to the basic hourly rate of pay of his regular job classification multiplied by the number of hours he would have been scheduled to work during the regular pay period, except:

- (a) That if the employee has been moved up as outlined in **Article 23, Paragraph 23.02 (a) or (b)**, for **three (3)** continuous weeks or more, just prior to going on vacation, his vacation pay shall be computed on the basic rate of the higher classification.
  - (b) The Shift Differential premium shall be included in vacation pay at the rate the employee would have received had he not been on vacation. In the first quarter of each calendar year a vacation pay adjustment shall be paid calculated on the basis of 2% of total vacationable earnings per week of vacation entitlement during the previous year, less vacation pay received during that year.
- 18.03 Whenever practical, the individual preference of employees for vacation shall be given consideration. Where an employee's schedule is changed after he has selected his vacation, the Company will endeavor to grant a request for a vacation change to another available period. However, such vacation scheduling shall be in keeping with the requirements of Refinery operation as determined by the Company.
- 18.04 When an employee becomes disabled as a result of an accident or sickness, and the disability extends into his scheduled vacation period, a new vacation period shall be assigned if requested by the disabled employee.
- 18.05 If an employee becomes disabled during an assigned vacation, and such disability qualifies for benefit under the Sick Leave and Medical Plans, the employee will be granted an additional number of days vacation, equal to the number of days disability occurring during the assigned vacation. Such an employee will be required to produce satisfactory medical certification of the illness. The delayed vacation may be taken as an extension of the vacation, or at a later date, as determined by the Company.
- 18.06 It will be the employee's responsibility to keep his Supervisor informed of any disability affecting the start or continuation of his vacation.
- 18.07 Vacation schedules shall be posted by the Company as early as possible, but not later than December 31st.

**18.08** In the event of termination of employment, an adjustment will be made to the final pay cheque to reflect vacation earned but not taken or taken but not earned.

**ARTICLE 19 - RECOGNIZED HOLIDAYS**

**19.01** (a) The following twelve (12) holidays shall be recognized:

New Year's Day	January 1st
Good Friday	Friday, Prior to Easter Sunday
Victoria Day	First Monday Immediately Preceding May 25th
Canada Day	July 1st
Civic Holiday	First Monday in August
Labour Day	First Monday in September
Thanksgiving Day	Second Monday in October
Remembrance Day	November 11th
Christmas Day	December 25th
Boxing Day	December 26th
Floating Day 11	
Floating Day 12	

Shift workers will recognize December 24 as the 11th "Floating Day" and December 31st as the 12th "Floating Day".

**R** For Laboratory Day Technicians, the 11th and 12th "Floating Days" will be taken at a time mutually agreed upon between the employee and the Laboratory Supervisor. Scheduling of these days shall be in conjunction with Article 18.07.

(b) Should an additional statutory holiday be promulgated by either the Provincial or the Federal Governments, the floating day will be designated as the 12th holiday on a permanent basis.

(c) Observance of a recognized holiday by a shift worker shall be from 0700 hours on the calendar date until 0700 hours on the following day.

**19.02** In the event that a holiday is observed on a day other than the exact calendar date on which it falls, the day observed by the Company shall be considered to be the holiday for day employees, while for shift employees, the exact calendar date shall be considered to be the holiday.

- 19.03** (a) An employee who is not required to work on any one of the above-named holidays, will receive eight (8) hours holiday pay at straight time at the basic hourly rate of pay of his regular job classification.
- (b) In the event that a holiday falls on an employee's scheduled day off, he shall be entitled to a day off without pay at a later date as mutually agreed by both parties. This paragraph shall apply to day employees only.
- 19.04** An employee who is required to work on any of the above-named holidays shall receive pay at the regular overtime rate, at the basic hourly rate of pay of the job classification worked, for the hours worked on such date, in addition to eight (8) hours holiday pay at straight time, at the basic hourly rate of pay of the job classification worked.
- 19.05** In order to be eligible for holiday pay pursuant to this Article:
- (a) An employee must work his regularly scheduled full working day immediately preceding, and his regularly scheduled full working day immediately following such a holiday, unless the employee presents appropriate evidence substantiating that the absence was unavoidable and justified.
- (b) An employee is expected to report for work, and work the full shift on a Recognized Holiday on which he is scheduled to work, unless the employee presents appropriate evidence substantiating that the absence was unavoidable and justified.
- (c) An employee must not be on a leave of absence of any kind.
- 19.06** If a Recognized Holiday falls within an employee's vacation period, he shall be entitled to:
- For Day employees Only:
- (a) An additional day's vacation with pay at his regular job classification basic rate, if he normally would not have been on his regularly scheduled Friday off on that day had he not been on vacation.

-or-

- (b) An additional one (1) day's pay at his regular job classification basic rate in lieu of the holiday, if he normally would have been on his scheduled Friday off on that day had he not been on vacation.

For Shift Employees Only:

- (a) An additional eight (8) hours vacation with pay at his regular job classification basic rate, if he normally would have been scheduled to work on that day had he not been on vacation, to be taken at a mutually agreed time.

-or-

- (b) An additional eight (8) hours pay at his regular job classification basic rate in lieu of the holiday, if he normally would have been scheduled off that day had he not been on vacation.

#### **ARTICLE 20 - LEAVE OF ABSENCE**

**20.01** The Company agrees that it may grant leaves of absence without pay to employees covered by the terms of this Agreement, under certain conditions to be determined by the Company.

**20.02** All requests for a leave of absence shall be directed by the employee through his Department Head to the General Manager, Oakville Refinery, in writing, with seven (7) day's notice being given, whenever possible, prior to the anticipated commencement of such leave.

**20.03** The General Manager, Oakville Refinery's decision as to the granting and duration of any leave of absence, shall be final and not subject to the provisions of Articles 5 and 6.

#### **ARTICLE 21 - LEAVE OF ABSENCE FOR UNION BUSINESS**

**21.01** Upon request of the National or Local Union, the Company shall, operating conditions permitting, grant leave of absence to employees for the purpose of attending to Union business as follows:

- (a) On the written request of the Local Union, leaves of absence for a total period not exceeding fifty (50) days in any one calendar year, may be divided among the employees to attend to Union business without the loss of any employee's rights or benefits, except that they will not be paid for time lost during such absence. In connection with this provision, not more than one (1) employee may be absent from a Section or the Laboratory at any one (1) time.
- (b) On written request of the Local Union or National Union, a leave of absence up to one (1) year without pay but without loss of seniority, may be granted to one (1) employee in any calendar year for Union business.
- (c) In the application of (a) or (b) above, the Union (National and/or Local) shall determine what constitutes Union business.
- (d) All requests for leave of absence shall be given seven (7) days prior to the anticipated date of the commencement of the leave.

**ARTICLE 22 - WELFARE**

- 22.01 The Company agrees that employees covered by this Agreement shall, during the term of the said Agreement, be entitled to participate in all such welfare plans in accordance with their provisions, as are in effect for all the employees in general.
- 22.02 The Company further agrees that any changes or amendments that may be made to such plans during the lifetime of this Agreement, shall be made applicable to the employees covered by this Agreement.

**ARTICLE 23 - RATES OF BASIC PAY**

- 23.01 The Company agrees to pay the wage rates, outlined in  
**R** in Appendix " Affective February 1st, 1994.

- 23.02 Temporary move-up rates will be paid when:
- (a) An operator is performing the functions of a Master Operator.
  - (b) An Apprentice Operator is performing the functions of a Master Operator.

Note: If the move-up extends ~~to~~ four (4) hours or more, the temporary rate will be paid for the complete shift, in the case of (a) or (b).

23.03 **SHIFT DIFFERENTIAL - 12 HOUR SHIFT**

**R** Effective February 1, 1994, employees who are assigned to a seven (7) day continuous operation and rotate on a two (2) twelve (12) hour shift basis shall receive a shift differential payment as follows:

(a) Hours worked between 0800 hours and 2000 hours:  
- 60 cents per hour.

(b) Hours worked between 2000 hours and 0800 hours:  
- \$1.34 per hour.

Effective February 1, 1995

(a) Hours worked between 0800 hours and 2000 hours:  
- 61 cents per hour.

(b) Hours worked between 2000 hours and 0800 hours:  
- \$1.35 per hour.

Effective February 1, 1996

(a) Hours worked between 0800 hours and 2000 hours:  
- 62 cents per hour.

(b) Hours worked between 2000 hours and 0800 hours:  
- \$1.38 per hour.

Employees, when assigned to a regular day shift schedule, will not receive the premium in (a) above.

#### SHIFT DIFFERENTIAL - 8 HOUR SHIFT

Employees who are assigned to a seven (7) day continuous operation and rotate on a three 8 - hour shift basis shall receive a shift differential payment as follows:

Effective February 1, 1994:

- (a) Hours worked between **0800** hours and **1600** hours  
- **44** cents per hour.
- (b) Hours worked between **1600** hours and **2400** hours  
- **90** cents per hour.
- (c) Hours worked between **2400** hours and **0800** hours  
- **\$ 1.55** per hour.

Effective February 1, 1995:

- (a) Hours worked between **0800** hours and **1600** hours  
- **44** cents per hour.
- (b) Hours worked between **1600** hours and **2400** hours  
- **91** cents per hour.
- (c) Hours worked between **2400** hours and **0800** hours  
- **\$1.57** per hour.

Effective February 1, 1996:

- (a) Hours worked between **0800** hours and **1600** hours  
- **45** cents per hour.
- (b) Hours worked between **1600** hours and **2400** hours  
- **93** cents per hour
- (c) Hours worked between **2400** hours and **0800** hours  
- **\$1.60** per hour.

Employees when assigned to a regular day shift schedule will not receive the premium in (a) above.

#### SHIFT DIFFERENTIAL - DAY WORKERS

Effective February 1, 1994:

Day workers, when required to change to shift hours and those shift employees not assigned to a seven (7) day continuous rotating **24** hour operation, will receive a shift differential payment as follows:

(a) Hours worked between 1600 hours and 2400 hours:  
90 cents per hour.

(b) Hours worked between 2400 hours and 0800 hours:  
\$1.55 per hour.

Effective February 1, 1995:

(a) Hours worked between 1600 hours and 2400 hours:  
- 91 cents per hour.

(b) Hours worked between 2400 hours and 0800 hours:  
- \$1.57 per hour.

Effective February 1, 1996:

(a) Hours worked between 1600 hours and 2400 hours:  
- 93 cents per hour.

(b) Hours worked between 2400 hours and 0800 hours:  
- 1.60 per hour.

Under no circumstances will a day shift differential be paid.

**23.04** The Company agrees that if new job classifications are established, or jobs are reclassified during the life of this Agreement, which are not covered by the Incentive Programme now in effect, the rate or rates for such job classifications shall be negotiated between the Company and the Union. The Company may put into effect a temporary rate pending negotiations on the rate to be established but once the rate has been agreed upon, it will be made effective the date agreement is reached.

**23.05** Appendix "B" (Incentive Programme) to this Agreement, is to be used to designate the rates of pay for levels and classifications now in effect, but it is not intended that the Company cannot add or delete levels and classifications.

**23.06** Each employee within the Operator Incentive Programme will be assigned within the Operations Department to duties for which he is qualified and the rate of pay applicable shall be in accord with the rate for which he has qualified under the provisions of the Incentive Programme as indicated in Appendix "B".

## ARTICLE 24 - DEDUCTIONS OF UNION DUES



- 24.01 As a condition of employment, the Company will deduct from the wages of all present and future employees in the Bargaining Unit, the amount of the regular monthly dues and assessments as designated by the Financial Secretary of the Local Union. Such deductions are irrevocable, and will be deducted from the earnings on the first pay day in the calendar month following hiring, and on the first pay day in each calendar month thereafter. The total sum of the amount so deducted will be transmitted by the Company to the Financial Secretary of the Local Union within ten (10) days after such deductions are made, accompanied by a list of employees from whose pay such deductions have been made.

## ARTICLE 25 - SAFETY

- 25.01 The Company and the employees covered by this Agreement will cooperate to the fullest extent possible, and practical, in present and future established safety programmes. It is agreed that the Safety Committees will have access to information known to the Company on hazards associated with products manufactured and substances used at the Refinery.
- 25.02 The Company agrees to supply an adequate number of sets of rental work clothing and clean two outfits per employee per week.

## ARTICLE 26 - DURATION OF AGREEMENT

- 26.01 This Agreement shall be effective for the period February 1st, 1994 to January 31, 1997 inclusive, and shall be renewed automatically from year to year thereafter, unless either party should desire to seek amendment to, or terminate, the Agreement, by giving to the other party not more than one hundred and twenty (120) days nor less than thirty (30) days' written notice of its desire to do so prior to January 31st, 1997 or prior to the expiration of any subsequent period of twelve (12) calendar months, the first of such periods to commence on February 1st, 1997.

Executed at Oakville, Ontario, this 21ST day of JUNE, 1994.

For Petro-Canada Products,  
A Division of Petro-Canada  
Oakville, Ontario

For Communications, Energy  
and Paperworkers Union  
Oakville Refinery, Local 593  
(Oakville Refinery, Oakville,  
Ontario)

D. ROSE

---

F. RAYNER  
Unit Chairman

---

T. HALFORD

---

T. KELTER

---

N. LARIVIERE

---

B. MOYCE

---

F. MATHEWSON

---

F. BOUTEILLER

---

D. STICKNEY

---

T. WEBSTER

---

W. SOLSKI

---

D. GOODHAND

---

N. TATARYN

---

P. PROCTOR

---

J. MORE  
National Representative

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**PETRO-CANADA PRODUCTS**  
(A division of Petro-Canada)

**OAKVILLE REFINERY**

**INCENTIVE PROGRAMME WAGE RATES**

	Feb.1 1994 Rate/Hr	Feb.1 1995 Rate/Hr	Feb.1 1996 Rate/Hr
Master Operator	26.52	26.75	27.29
Operator	24.53	24.76	25.26
Apprentice Operator - Level 1	23.23	23.46	23.93
Apprentice Operator - Level 2	22.28	22.51	22.96
Apprentice Operator - Level 3	20.61	20.84	21.26
Apprentice Operator - Level 4	19.36	19.59	19.98
Apprentice Operator - Level 5	18.20	18.43	18.80
Apprentice Operator - Level 6	17.35	17.58	17.93
Senior Technician	24.05	24.28	24.77
Technician - Level 1	21.61	21.84	22.28
Technician - Level 2	20.16	20.39	20.80
Technician - Level 3	19.18	19.41	19.80
Technician - Level 4	18.20	18.43	18.80
Technician - Level 5	17.35	17.58	17.93

**SECTION 1  
OPERATOR INCENTIVE PROGRAMME**

**QUALIFICATIONS REQUIRED TO ENTER LEVEL**

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Master Operator

1. Promotion on vacancy subject to Article 15, paragraph 15.05.
  - R 2. Demonstrated and tested ability to perform the Master Operator job.
  3. Successful completion of all qualifications required for other classifications within the section.
- 

Operator

1. Previous experience - 12 months in Apprentice Operator Level 1.
  2. Demonstrated and tested ability to perform four control functions.
  3. Completion of 10 API Pilots or 10 subjects of the Petroleum Operator's Course.
  4. Certified for Switchgear Rack Out.
- 

Apprentice Operator Level 1

1. Previous experience - 12 months in Apprentice Operator Level 2.
  2. Demonstrated and tested ability to perform three control functions.
  3. Completion of seven API Pilots or seven subjects of the Petroleum Operator's course.
  4. Completion of API Pilot Series on Accident Control Techniques.
  5. Certified as a Compressor Operator.
  6. Qualified as a Gas Tester.
- 

Apprentice Operator Level 2

1. Previous experience - 12 months in Apprentice Operator Level 3
2. Demonstrated and tested ability to perform two control functions.

3. Completion of five API Pilots or five subjects of the Petroleum Operator's course.
4. Completion of Safety Permit Procedures course,

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Apprentice Operator Level 3

1. Previous experience - 12 months in Apprentice Operator Level 4.
2. Demonstrated and tested ability to perform one control function plus two Area functions.
3. Completion of four API Pilots or three subjects of the Petroleum Operator's course.
4. Completion of four Units of API Pilot Series on Fire Fighting.
5. Effective Member of Shift Fire Crew.

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Apprentice Operator Level 4

1. Previous experience - 12 months in Apprentice Operator Level 5.
2. Demonstrated and tested ability to perform two Area functions.
3. Completion of one subject of Petroleum Operator's Course or two Pilots.
4. Effective Member of Shift Fire Crew.
5. Demonstrated and tested ability to perform basic housekeeping and emergency maintenance.

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Apprentice Operator Level 5

1. Previous experience - 4 months in Apprentice Operator Level 6 or Laboratory Technician level 5.
  2. Demonstrated and tested ability to perform one Area function in any Section or Basic ASTM Tests in the Laboratory.
  3. Successful completion of Basic Refining and Fire & Safety Training, including API Pilot 1 (Distillation).
- N Note: Completion of API Pilot #1 (Distillation) waived for eligibility of Laboratory Technician level 5 to transfer. Required to complete within (1) month of transfer date.

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Apprentice Operator Level 6

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**SECTION 2**  
**OPERATOR INCENTIVE PROGRAMME**

**QUALIFICATIONS REQUIRED TO ENTER LEVEL**

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Master Operator

1. Promotion on vacancy subject to Article 15, paragraph 15.05.
  - R 2. Demonstrated and tested ability to perform the Master Operator job.
  3. Successful completion of all qualifications required for other classifications within the section.
- 

Operator

1. Previous experience - 12 months in Apprentice Operator Level 1.
  2. Demonstrated and tested ability to perform four control functions.
  3. Completion of 10 API Pilots or 10 subjects of the Petroleum Operator's Course.
  4. Certified for Switchgear Rack Out
- 

Apprentice Operator Level 1

1. Previous experience - 12 months in Apprentice Operator Level 2.
  2. Demonstrated and tested ability to perform three control functions.
  3. Completion of seven API Pilots or seven subjects of the Petroleum Operator's course.
  4. Completion of API Pilot Series on Accident Control Techniques.
  5. Certified as a Compressor Operator.
  6. Qualified as a Gas Tester.
- 

Apprentice Operator Level 2

1. Previous experience - 12 months in Apprentice Operator Level 3.
2. Demonstrated and tested ability to perform two control functions.
3. Completion of five API Pilots or five subjects of the Petroleum Operator's course.
4. Completion of Safety Permit Procedures course.

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Apprentice Operator Level 3

1. Previous experience- 12 months in Apprentice Operator Level 4.
2. Demonstrated and tested ability to perform one control function plus two area functions.
3. Completion of four API Pilots **or** three subjects of the Petroleum Operator's course.
4. Completion of four Units of API Pilot Series on Fire Fighting.
5. Effective Member of Shift Fire Crew.

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Apprentice Operator Level 4

1. Previous experience - 12 months in Apprentice Operator Level 5.
2. Demonstrated and tested ability to perform two Area functions.
3. Completion of one subject of Petroleum Operator's Course or two Pilots.
4. Effective Member of Shift Fire Crew.
5. Demonstrated and tested ability to perform basic house-keeping and emergency maintenance.

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Apprentice Operator Level 5

- R**
1. Previous experience- 4 months in Apprentice Operator Level 6 or Laboratory Technician level 5.
  2. Demonstrated and tested ability to perform one Area function in any Section or Basic ASTM Tests in the Laboratory.
  3. Successful completion of Basic Refining and Fire & Safety Training, including API Pilot 1 (Distillation).

N Note: Completion of API Pilot #1 (Distillation) waived for eligibility of Laboratory Technician level 5 to transfer. Required to complete within one (1) month of transfer date.

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Apprentice Operator Level 6

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**SECTION NO. 3  
OPERATOR INCENTIVE PROGRAMME**

**QUALIFICATIONS REQUIRED TO ENTER LEVEL**

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Master Operator

1. Promotion on vacancy subject to Article 15, paragraph 15.05.
  2. Demonstrated and tested ability to perform the Master Operator's job.
  3. Successful completion of all qualifications required for other classifications within the Section.
  4. Certified as 4th Class Stationary Engineer.
  5. Certified for Switchgear Rack Out.
- 

Apprentice Operator Level 1

1. Previous experience- 12 months in Apprentice Operator Level 2.
  2. Demonstrated and tested ability to perform three control functions.
  3. Completion of seven API Pilots or seven subjects of the Petroleum Operator's Course.
  4. Completion of API Pilot Series on Accident Control Techniques.
  5. Certified as 4th Class Stationary Engineer.
  6. Qualified as a Gas Tester.
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Apprentice Operator Level 2

1. Previous experience- 12 months in Apprentice Operator Level 3.
  2. Demonstrated and tested ability to perform two control functions.
  3. Completion of five API Pilots or five subjects of the Petroleum Operator's Course.
  4. Completion of Safety Permit Procedures Course.
  5. Certified as 4th Class Stationary Engineer.
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Apprentice Operator Level 3

1. Previous experience - 12 months in Apprentice Operator Level 4.
2. Demonstrated and tested ability to perform two control functions.
3. Completion of four API Pilots or three subjects of the Petroleum Operator's Course.
4. Completion of four Units of API Pilot Series on Fire Fighting.
5. Effective Member of Shift Fire Crew.
6. Certified as 4th Class Stationary Engineer.

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Apprentice Operator Level 4

1. Previous experience - 12 months in Apprentice Operator Level 5.
2. Demonstrated and tested ability to perform one control function and Section 3 Area.
3. Completion of two API Pilots or one subject of the Petroleum Operator's Course.
4. Effective Member of Shift Fire Crew.
5. Demonstrated and tested ability to perform basic housekeeping and emergency maintenance.
6. Certified as 4th Class Stationary Engineer.

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Apprentice Operator Level 5

1. Previous experience - 4 months in Apprentice Operator Level 6 or Laboratory Technician level 5.
2. Demonstrated and tested ability to perform one Area function in any Section or Basic ASTM Tests in the Laboratory.
3. Successful completion of Basic Refining and Fire & Safety Training, including API Pilot No. 1 (Distillation).
4. Certified as 4th Class Stationary Engineer.
5. Certified in T.D.G.A.\*

N Note: Completion of API Pilot #1 (Distillation) waived for eligibility of Laboratory Technician level 5 to transfer. Required to complete within one (1) month of transfer date.

\* Waived for bidders from operating areas where knowledge/certification not required. Successful bidder will be required to complete training and obtain certification under TDGA within one (1) month of transfer.

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Apprentice Operator Level 6

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**SECTION 4**  
**OPERATOR INCENTIVE PROGRAMME**  
**QUALIFICATIONS REQUIRED TO ENTER LEVEL**

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Master Operator

1. Promotion on vacancy subject to Article 15, paragraph 15.05.
  2. Demonstrated and tested ability to perform the Master Operator job.
  3. Successful completion of all qualifications required for other classifications within the Section.
- 

Operator

1. Previous experience- 12 months in Apprentice Operator Level 1.
  - R 2. Demonstrated and tested ability to perform Tank Farm 1, 2, 3, 4 WWTP Operator and Tank Car Loader functions.
  3. Completion of ten API Pilots or ten subjects of the Petroleum Operator's Course.
  4. Certified for Switchgear Rack Out.
- 

Apprentice Operator Level 1

1. Previous experience- 12 months in Apprentice Operator Level 2.
  - R 2. Demonstrated and tested ability to perform five Operator functions.
  3. Completion of seven API Pilots or seven subjects of the Petroleum Operator's Course.
  4. Completion of API Pilot Series on Accident Control Techniques.
  5. Qualified as a Gas Tester.
- 

Apprentice Operator Level 2

1. Previous experience- 12 months in Apprentice Operator Level 3.
- R 2. Demonstrated and tested ability to perform four Operator functions.
3. Completion of five API Pilots or five subjects of the Petroleum Operator's Course.
4. Completion of Safety Permit Procedures Course.

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### Apprentice Operator Level 3

1. Previous experience - 12 months in Apprentice Operator Level 4.
- R 2. Demonstrated and tested ability to perform three Operator functions.
3. Completion of four API Pilots or three subjects of the Petroleum Operator's Course.
4. Completion of API Pilot Series on Fire Fighting.
5. Effective member of Shift Fire Crew.

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### Apprentice Operator Level 4

1. Previous experience - 12 months in Apprentice Operator Level 5.
- R 2. Demonstrated and tested ability to perform two Operator functions.
3. Completion of one subject of the Petroleum Operator's Course or two pilots.
4. Effective member of the Shift Fire Crew.

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### Apprentice Operator Level 5

1. Previous experience - 4 months in Apprentice Operator Level 6 or Laboratory Technician level 5.
- R 2. Demonstrated and tested ability to perform one of the Operator functions. (Tank Farm 2 or 3 or 4 or WWTP Operator or Tank Car Loader) or basic ASTM tests in Laboratory.
4. Completion of one API Pilot (Distillation).
5. Certified in T.D.G.A.\*

N Note: \* Waived for bidders from operating areas where knowledge/certification not required. Successful bidder will be required to complete training and obtain certification under TDGA within one (1) month and learn Scalehouse function within four (4) months of transfer date.

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### Apprentice Operator Level 6

1. Entry level.
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## LABORATORY

### TECHNICIAN INCENTIVE PROGRAMME

#### QUALIFICATIONS REQUIRED TO ENTER LEVEL

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##### Senior Technician Level 1

1. Previous job experience - 18 months in Technician Level 1.
  2. Demonstrated and tested ability to perform at least 5 test areas of Laboratory Test Programme, 2 of which will be selected by the Laboratory Supervisor, and Basic ASTM Tests.
  3. Completion of 25 parts of Laboratory Analysis Course.
- 

##### Technician Level 1

1. Previous job experience - 18 months in Technician Level 2.
  2. Demonstrated and tested ability to perform at least 3 test areas of Laboratory Test Programme, and Basic ASTM Tests.
  3. Completion of 19 parts of Laboratory Analysis Course.
- 

##### Technician Level 2

1. Previous job experience - 14 months in Technician Level 3.
  2. Demonstrated and tested ability to perform at least 1 test area of Laboratory Test Programme, and Basic ASTM Tests.
  3. Completion of 10 parts of Laboratory Analysis Course.
- 

##### Technician Level 3

1. Previous job experience - 12 months in Technician Level 4.
2. Demonstrated and tested ability to perform Basic ASTM Tests.
3. Qualified to operate Fire Truck as effective Member of Fire Crew.
4. Completion of 5 parts of the Laboratory Analysis Course.

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Technician Level 4

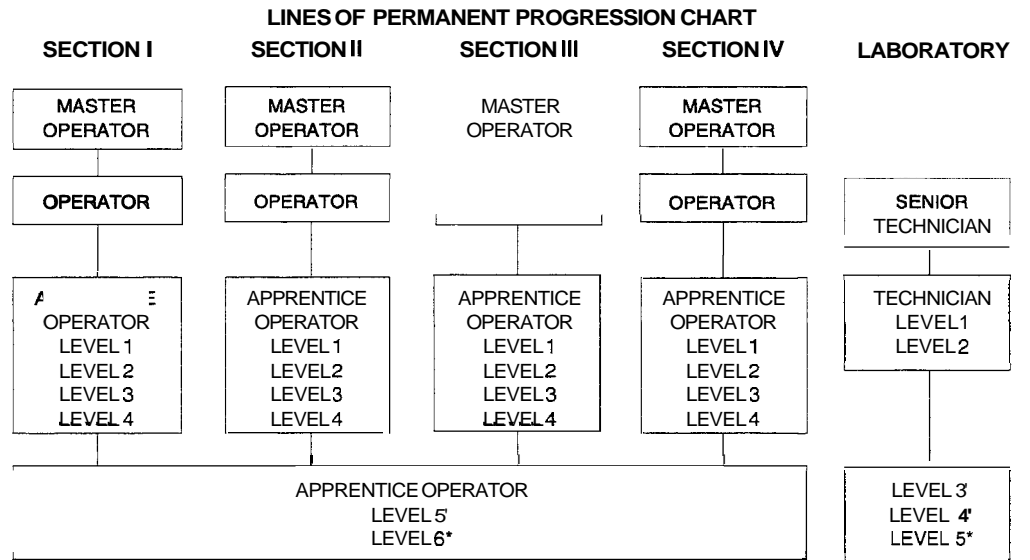
1. Previous job experience - 4 months as a Apprentice Operator Level 6, or as a Technician Level 5.
2. Demonstrated and tested ability to perform one Area function in any Section or Basic ASTM Tests in the Laboratory.
3. Qualified to operate Fire Truck as effective Member of Fire Crew.
4. Successful completion of Basic Refining, Fire & Safety Training.
5. Minimum Qualifications - Chemical Technicians Diploma or equivalent as determined by the Company.

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Technician Level 5

1. Minimum qualifications - Chemical Technicians Diploma or equivalent as determined by the Company.
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APPENDIX "C"



\* May bid for a vacancy in other areas except as limited by Article 15.04.

**RATE PROTECTION**

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

Employees who remain within their line of promotion/progression will have their existing rate maintained until the rate of the classification in which they are placed equals the protected rate.

Employees who are placed outside their line of promotion/progression will have their existing rate protected for one year.

To qualify for rate protection, employee must:

Successfully complete any training-retraining program to which they are assigned.

Perform work to which they are assigned and qualified to perform.

Use normal bidding procedures whenever available, to return to equal or better than their former grade.

**LETTER OF UNDERSTANDING  
EMPLOYMENT SECURITY**

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

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

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

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

The terms and conditions of this letter will automatically renew unless representatives of either party, at the locations specified above, 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 this Agreement signed between the parties at these locations.

## LETTERS

Attached for information and reference purposes are the following letters which form part of the Collective Agreement.

### LETTER OF AGREEMENT PROPOSAL FOR CHANGES TO TANK CAR LOADING JOB

1. That the job be posted and biddable under Article 15 of the Collective Agreement.
2. That the job be posted annually, effective January 1, 1985.
3. That the rate of pay of the successful bidder will be the normal rate of pay for his/her job classification to a maximum of the normal Operator rate.
4. That for purposes of equalization of overtime, the Tank Car Loader position will be separate from the normal work of the Plant, i.e., the tank car loader will be given first right of refusal of all overtime at the loading rack, and last consideration of all other overtime.
5. That vacation relief at the tank car loading position be at the discretion of management.
6. Hours of work shall be as in Article 12.03, except that the starting time shall be 0800 hours, and the finishing time shall be 1630.
7. For the purposes of training and flexibility, the incumbent Tank Car Loader will not be eligible to work consecutive years at the Tank Car Loader job. His bid will be given every consideration, however, if at least one year has elapsed since he last performed the job.
8. If, during his/her term as Tank Car Loader, he/she becomes eligible for promotion under Article 15.01, he/she will be excused from tank car loading duties. Otherwise, he/she will be expected to complete one (1) full year as Tank Car Loader.

## **DOWNSIZING OF OPERATIONS OR LABORATORY**

At such time as the Company announces downsizing of Operations or the Laboratory, in addition to the applicable provisions of the Collective Agreement, those employees to be displaced directly as a result who would be eligible to displace an employee in Section 3 shall be given the opportunity to gain required steam time in Section 3 to obtain their 4th Class Steam Ticket prior to the implementation of downsizing.

This will be conditional on the employee demonstrating enrollment to write the required modules for a 4th Class Steam Ticket in the time provided by stipulated Provincial requirements.

The Company will provide required books and will pay the cost of transportation and the fee to write such modules.

Successful employees shall be afforded the opportunity to exercise their rights pursuant to Article 16 and particularly Article 16.04 of the Collective Agreement.

Agreed to at Oakville, Ontario the 27th day of September, 1993.

## **LETTER OF AGREEMENT**

1. The Company agrees that during the term of this Agreement it will pay the cost to send up to four Safety Representatives appointed by the Union as its delegates on the Joint Health and Safety Committee to attend an Ontario Federation of Labour Level 1 or Level 2 Course during the term of the Collective Agreement.
2. The Company will pay for registration and course materials for such members.
3. Such members shall be paid at their straight time rate for regularly scheduled course hours while attending the Course.
4. Where an employee attends such a Course in such a manner as to result in the loss of opportunity to earn his regular wages during that period, he will be permitted to make up lost time at his normal rate at a mutually agreed date. For pay purposes, he will be deemed to have worked that time while on the Course.
5. The Company will investigate the possibility of arranging a Course for its Management members on this Committee.

**MEMORANDUM OF AGREEMENT**

**between**

**Communications, Energy & Paperworkers Union,  
duly authorized representative of  
the Local Bargaining Units referred  
to as "The Union"**

**and**

**Petro-Canada  
hereinafter referred to as "the Company"**

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Safety, Health and Industrial Relations Training

As part of the current wage settlement, the Company agrees to remit three cents (3) per hour for each full-time employee's regular hours of work to a Safety, Health and Industrial Relations Training Fund. Payments are to be made to the Safety, Health and Industrial Relations Training Fund of the ECWU on a quarterly basis.

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

The Union agrees to provide a fund audit as requested.

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

This Memorandum will be included as part of all local collective agreements and unless cancelled by either party within thirty (30) days prior to January 31, 1990, all terms and conditions will continue to apply.

**FOR THE UNION**

**FOR THE COMPANY**

**LETTER OF CLARIFICATION  
REGARDING ARTICLE 2.04**

For the purposes of clarification, it is understood that employees on lay off have access to the provisions of the Collective Agreement regarding laid-off employees, i.e. Article 11.02, Article 16 and Article 17 as well as Appendix "E" Letter of Understanding, Employment Security.

It is further understood that such employees are entitled to access to their personnel files in the same manner as other employees.

**LETTER OF CLARIFICATION**

Employees who have been laid off and lost all recall rights shall be given preference for re-employment for vacancies which occur for which they apply and have qualifications. The parties agree to discuss in Union/Management Meetings the method of implementation of this procedure.

**LETTER OF AGREEMENT**

Supervisors, Engineers, Outside Contractors and Salaried Staff will generally not make changes on operating conditions or variables.

Should changes be required for any reason, the appropriate employee responsible must be informed as soon as practicable under the circumstances.

**LETTER OF AGREEMENT**

This Letter of Agreement outlines exceptions to Article 15.02 of the Collective Agreement and applies to all members of the bargaining unit hired prior to February 1, 1992 currently in the Operator Incentive Programme.

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## LETTER OF AGREEMENT

### SECTION 3

In response to the 1987 reorganization of the refinery, the Company and the Union agree to the following:

- 1) Those employees positioned in the line of progression in Section 3 at the time of reorganization will make a concerted effort to obtain a fourth class ticket as soon as possible by registering and endeavoring to complete the program. The Company will make every possible effort to provide these employees with the requisite time on the S.R.U.
- 2) The Company will not make the fourth class ticket a requirement for advancement for up to five employees who were in the line of progression at the time of the reorganization, so long as a lack of this qualification does not create an operating problem. Any employee, in the line of progression in 1987 who does not endeavor to obtain a fourth class ticket will not be eligible to bid on operator or senior operator vacancies.

## LETTER OF AGREEMENT IN RESPECT TO FIRE FIGHTING

The Company and the Union agree to the following:

- a) The Company agrees to publish a description of the makeup of the fire crew and the particular duties of its members (i.e., Crew Chief, Primary Driver, Secondary Driver, Hydrant Man, etc.).
- b) The Company agrees not to make any changes to the above without first ensuring that all affected employees are informed of, and qualified for the change.
- c) The Company agrees not to implement any changes to its fire-fighting programmes without first seeking input from the Health and Safety Committee.
- d) The Company agrees to respond to all suggestions brought forward by the Health and Safety Committee or the Union Executive regarding changes to firefighting programs, such response to be in the form of implementation or explanation of objections to implementation.

## LETTER OF AGREEMENT

This Letter of Agreement outlines exceptions to Article 15.02 of the Collective Agreement and applies to all members of the bargaining unit hired prior to February 1, 1992 currently in the Operator Incentive Programme.

1. The Parties recognize that an employee, for a variety of reasons, may not be able to fulfill all the requirements outlined in the Operator Incentive Programme within the prescribed time limits. In such cases, an employee may be granted a "bye" for a period of 12 months. A condition of granting this "bye" is that an action plan, mutually agreed to by employee and Company, be developed to enable the employee to meet the expected level of qualification.
2. If the employee is still unable to fulfill the requirements, as outlined above, after the 12 months and there are no extenuating circumstances requiring further consideration, the Company will move the employee back to Apprentice Operator Level 5. Upon movement backward, the employee's rate of pay will be adjusted and reduced to the rate for Apprentice Operator Level 5.
3. At any time, the employee may request, in writing, to re-enter the Operator Incentive Programme. If such a request is made, the employee will be reinstated into the Programme at Apprentice Operator Level 5 as of the date of the written submission and will be required to remain at that level for the prescribed time limit (12 months).
4. Failure to complete Certificate and/or API requirements will be considered a "bye" defined by this letter.
5. The following employees will be maintained at the classification listed:

Mike Watts	- Apprentice Operator Level 2
Don Simpson	- Apprentice Operator Level 2
Terry Kelter	- Apprentice Operator Level 1

At any time, the employee may request, in writing, to re-enter the Operator Incentive Programme. If such a request is made, the employee will be reinstated in the programme at the listed classification as of the date of the written submission and will be required to remain at that level for the prescribed time period (12 months).

**LETTER OF UNDERSTANDING  
REGARDING  
JOINT TRAINING COMMITTEES**

Petro-Canada and the Communications, Energy and Paperworkers Union of Canada ("CEP") philosophically agree that appropriate training for employees would be beneficial to all parties. The parties recognize that many factors impact upon the Company's ability to operate competitively within the industry. In an effort to protect the economic well-being of Petro-Canada and its employees as well as enhancing the Company's competitive position, the parties are committed to encouraging employees, with appropriate training, to utilize their full skill potential for: effectiveness, job satisfaction, flexibility and productivity improvements so that all parties can share in the success of the business.

The parties agree that a Joint Training Committee will be established at each location within sixty (60) days of the ratification of each local agreement. The Committee will consist of an equal number of representatives from the Company and the Union. The composition and mandate of each committee will be established by the local bargaining teams on a site-by-site basis to appropriately reflect the unique training needs and culture of each location. All relevant information the Committee feels is necessary to perform its function will be made available.

It is understood that in addition to the Company's interest in greater flexibility and productivity, the Union is interested in their members having the opportunity to obtain portable skills or the skills necessary to perform the work available within the Company, including work currently being done by contractors.

If the Company and the Union achieve their objectives through this joint training initiative, it will provide the opportunity for Petro-Canada employees to do the work available as long as they can do it as cost-effectively as outside contractors.

In the event that the local bargaining committees cannot establish these Joint Union/Management Training Committees and mandates within the sixty (60) days referenced earlier, then representatives of the National Office of the Union and the Head Office of the Company will be asked to resolve the difference(s).

Signed this 23rd day of February, 1994.

**G. CORBETT**

**R. C. BASKEN**

\_\_\_\_\_  
**FOR PETRO-CANADA**

\_\_\_\_\_  
**FOR CEPU**

**LETTER OF UNDERSTANDING  
REGARDING JOINT TRAINING COMMITTEES  
OAKVILLE REFINERY**

The Company and the Union agree that the development of training programs is best done with the input from both parties. Both parties agree that training systems now in use will continue to be the basis for future systems.

Accordingly, the Parties agree to set up a Joint Training Committee and a Training Advisory Committee.

The Joint Training Committee will be made up of two (2) members of Management and two (2) members of the Union. The Joint Training Committee will be established within sixty (60) days of the ratification of the local agreement.

The role of the Joint Training Committee will be to:

- a) direct the activities of the Advisory Committee and perform the duties of the Joint Training Committee as per the letter in the National Agreement.
- b) recommend the training plans developed to Management.

The Training Advisory Committee will consist of five (5) members of Management and five (5) members of the Union. This Advisory Committee will be established within thirty (30) days of the establishment of the Joint Training Committee.

The role of the Training Advisory Committee will be to provide input into the development of training plans by:

- a) reviewing and validating the curricula developed by the Company for each classification;
- b) identifying gaps in employees' training based on the curricula;
- d) developing a training plan based on the gaps identified;
- d) identifying the need for refresher training;
- e) recognizing changes in the workplace and identifying enhancements to the curricula, as well as, suggesting innovative ways to deliver training in the most effective and efficient manner.

The Parties agree to work through this approach to training plan development in a spirit of cooperation for the benefit of all.

Agreed to this 21st day of June, 1994.