

**COLLECTIVE
BARGAINING
AGREEMENT**

SOURCE	CO.		
NO.	9402	01	
	9701	31	
EMPLOYEES	54		
NO. EMPLOYEES	280		

between

**PETRO-CANADA
OAKVILLE TERMINAL**

and

**COMMUNICATIONS, ENERGY & PAPERWORKERS UNION
OF CANADA
C.E.P. LOCAL 593-O, OAKVILLE TERMINAL UNIT**



February 1, 1994 - January 31, 1997

NOV-3 1994

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COLLECTIVE AGREEMENT

This Agreement made the 25th day of May, 1994

between

PETRO-CANADA (hereinafter called the 'Company')

OF THE FIRST PART

and

COMMUNICATIONS, ENERGY & PAPERWORKERS UNION OF
CANADA

on behalf of C.E.P. Local 593-O, Oakville Terminal Unit (hereinafter
called the 'Union')

OF THE SECOND PART

(R)

Whereas the Union has been certified by the Labour Relations Board (Ontario) as the exclusive bargaining representative of all employees of the Company at its Oakville Terminal, save and except Dispatchers, Distribution Analyst, Supervisors, those above the rank of Supervisor, sales staff, marketing staff, office and clerical staff (not including the Clerk Classification referred to in Appendix "A" hereto), Personnel Assistant and the Secretary;

And whereas the Company recognizes the Union as the bargaining representative of such employees of the Company as aforesaid;

Now this Agreement witnesseth as follows:

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ARTICLE I - RECOGNITION

- 1.01 (R)** The Company recognizes the Union as the exclusive bargaining agent for all its employees employed at and working out of its Oakville Terminal situated in the Town of Oakville, in the Regional Municipality of Halton, save and except Dispatchers, Distribution Analyst, Supervisors, those above the rank of Supervisor, sales staff, marketing staff, office and clerical staff (not including the Clerk classification referred to in Appendix " A hereto), Personnel Assistant and the Secretary.
- 1.02** The use of the word 'employee' or 'employees' where used in this Agreement shall mean persons covered by this Agreement. An employee who is covered by this Agreement and is laid off shall cease to be a part of the employer-employee relationship and shall not, in any respect, be covered by the provisions of this Agreement, except for right of recall.
- 1.03** Any reference in this contract to the male gender will be read as referring to both sexes.

ARTICLE II - 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 the employee desires to do so, and may refrain from becoming a member of the Union if the employee so desires.
- 2.02** The Company agrees that there will 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 the employee's membership in, or in connection with the Union.
- 2.03** The Union agrees that there will be no intimidation, restraint or coercion exercised or practiced upon persons employed by the Company by any of its members or representatives and further agrees that there will be no Union activity on the property and/or time of the Company except as herein provided.

2.04 It is agreed between the parties that they will adhere to the principles set out in the Ontario Human Rights Code and any alleged breach of these principles may be dealt with through the grievance procedure set out in this agreement.

2.05 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.

2.06 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.

2.07 The first one hundred and twenty (120) days of employment for any employee shall be considered a probationary period and should the company consider it advisable to terminate the service of an employee during this period, such actions shall not be made the subject of a grievance under Article V of this Agreement.

The time limit set out in this Article may be extended by mutual agreement of the parties.

2.08 (R) Sexual and Workplace Harassment

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 the self-esteem of all employees.

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 the Coordinator to discuss the concern. The Coordinators will investigate the employee's concerns, 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) 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 the local union president. The senior management person and the local union president or their delegate(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 III - 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;
 - (b) hire, promote, demote, suspend, discharge for just cause, lay off, assign to shifts, transfer employees and increase or decrease the working force;
 - (c) 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 and marketed, the schedules of production, the methods, processes and means of manufacturing and marketing are solely and exclusively the responsibility of the Company. The Company **also** has the right to make and alter, from time to time, rules and regulations to be observed by the employees.
- 3.02** It is agreed that these enumerations will not be deemed to exclude other rights or functions of Management not here enumerated.
- 3.03** Such rights and rules shall not be inconsistent with the provisions of this Agreement.

ARTICLE IV - UNION REPRESENTATION

- 4.01** The Company will recognize three (3) Stewards, all of whom shall be members of the Union who have had not less than one year's service with the Company, and who shall be elected by the employee members of the Union.
- 4.02** The Company recognizes a Union Bargaining Committee consisting of not more than three (3) employee members, and a Union Grievance Committee consisting of the Chairperson of the Bargaining Unit, the aggrieved employee and the Steward.
- 4.03** A representative of the National Union, or a representative of the Local Union, shall be entitled to participate in any meet-

ing between the Company and the Bargaining Committee or the Grievance Committee.

- 4.04** The Union shall notify the Company, in writing, of the names of the Committee members and Stewards so elected, and of any changes in such personnel when such changes occur.
- 4.05** One (1) Steward will be allowed reasonable time off from work to investigate and settle a grievance. A Steward may not leave work without the permission of the Supervisor, and the Steward's absence will not be allowed to interfere unduly with the job.
- 4.06** Committee members will be allowed time off from their work, with no loss of pay, for the purpose of attending any meeting arranged by the Company.
- 4.07** The Company agrees to provide a notice board located on Company premises for the posting of Union bulletins and information. The Union agrees that, prior to the posting of any item on this Board, it will be submitted and approved by the Manager, Toronto Terminals, or delegate.
- 4.08** 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 V - GRIEVANCE PROCEDURE

- 5.01** Any individual employee shall have the right to present timely grievances to the Company. If any employee believes to have been injured or treated unfairly by the improper application of the Articles of this Agreement, the employee may seek redress as follows:

(R) Step 1:

Between the employee and the Supervisor Plants, Toronto Terminals or Operations Manager, Toronto Terminals as appropriate.

No grievance will be considered unless submitted within five (5) working days of the occurrence giving rise to the grievance, by which time it will be submitted verbally or in writing by the employee to the immediate Supervisor. If immediate satisfaction is not obtained, then the employee may institute Step 2 of the grievance Procedure.

Step 2:

Between the employee and the Manager, Toronto Terminals.

The employee may, within five (5) working days of the answer, submit the grievance, in writing, to the Manager, Toronto Terminals, who will render a written decision within five (5) working days of submission. If the answer is unsatisfactory to the grievor:

(R) Step 3:

Between the employee and the General Manager Wholesale Marketing and Distribution, Central Region, or delegate.

The grievor may, within five (5) working days of such answer, and through the grievance Committee, submit the grievance, in writing, to the General Manager Wholesale Marketing and Distribution Central Region, executive office, or delegate, who will meet with the Committee within five (5) working days of the receipt of the submission, and render a decision, in writing, within five (5) working days of meeting. If the answer is unsatisfactory:

Step 4:

Unresolved grievance

Within fifteen (15) working days of such an answer, the Grievance Committee may submit the case to arbitration, in accordance with the procedure laid down in Article VI of this Agreement.

5.02

It is understood that the Company 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, Stewards, or Committee Members in its relationship with the Company or other employees, and that if such complaint is not settled to the mutual satisfaction of both parties, it may be treated as a grievance and within fifteen (15) working days of such meeting be introduced at Step 3 of the procedure.

- 5.03** All times stated in days exclude Saturdays, Sundays and Recognized Holidays as prescribed in Article XIV of this Agreement, and may only be extended for either party by mutual agreement reached within the stated times.

ARTICLE VI - ARBITRATION

- 6.01** 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 outline in 5.01 to 5.03 above, and which has not been settled, will be referred to a Board of Arbitration, at the request of either of the parties hereto.
- 6.02** The Board of Arbitration shall be composed of one (1) person appointed by the Company, one (1) person appointed by the Union, and a third person to act as Chairperson chosen by the other two (2) members of the Board.
- 6.03** Within ten (10) working days following the request of either party for a Board of Arbitration, each party shall notify the other of the name of the appointee.
- 6.04** 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 (7) days of the notification mentioned in 6.03, the Minister of Labour of the Province of Ontario will be asked to appoint an impartial chairperson.
- 6.05** The decision of the Board of Arbitration established in the above manner shall be final and binding on the Company and the Union.
- 6.06** The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substi-

tute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

6.07 Each of the parties to this Agreement will bear the expense of its appointee to the Board of Arbitration and will jointly share the expense of the Chairperson.

6.08 No person shall be selected as Arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

6.09 The time limits specified in this Article shall be deemed to be exclusive of Saturdays, Sundays and the Recognized Holidays designated in this Agreement, and may be extended by mutual consent of the parties or by the Arbitration Board.

ARTICLE VII - PERSONNEL RELATIONSHIPS

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

ARTICLE VIII - DISCHARGE CASES

8.01 In the event of an 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.

8.02 All such cases shall be taken up within five (5) working days and disposed of within seven (7) days of the date the employee is notified of discharge, except where a case is taken to arbitration. A claim by an employee, who has attained seniority, of having been unjustly discharged from employment shall be treated as a grievance if a written statement of such grievance is lodged with the Manager, Toronto Terminals, within five (5) working days after the employee ceases to work for the Company. All preliminary steps of the Grievance

Procedure prior to Step 3 will be omitted in such case.

- 8.03** Such grievance may be settled by confirming the Management's action in dismissing the employee, or by reinstating the employee in the employee's former position with full compensation for time lost.

ARTICLE IX - STRIKES AND LOCKOUTS

- 9.01** 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 will be no illegal strike, picketing, slowdown or stoppage of work, either complete or partial and the Company agrees that there will be no lockout.
- 9.02** 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 V, herein.
- 9.03** 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 3 of Article V, herein.
- 9.04** The Union further agrees that it shall not involve any employee of the Company during working hours, or the Company itself, in any dispute which may arise between any other employer and the employees of such other employer.

ARTICLE X - SENIORITY, PROMOTIONS, DEMOTIONS, LAYOFFS & RE-EMPLOYMENT

- 10.01** An employee having less than one hundred and twenty (120) days of continuous service with the Company since last date of hire, shall be considered as a probationary employee and will have no seniority rights; but when such rights are acquired service will be regarded as having started from a date one hundred and twenty (120) days immediately prior to the acquiring of such service. A probationary employee shall not accumulate service for seniority rights where employment

is terminated for any reason at any time during the probationary period, and any such removal shall not be subject to the Grievance Procedure as set out in Article V of the Agreement.

The time limit set out in this Article may be extended by mutual agreement of the parties.

10.02 Terminal seniority shall be as agreed by the parties as of the time of signing of this Agreement. A Terminal Seniority List will be prepared as of this date and this list will be posted in the terminal. The Company will prepare and post such a list at six (6) month intervals showing any amendments or revisions during the life of the Agreement.

10.03 An employee shall lose all seniority standing if the employee:

- (a) quits the employ of the Company;
- (b) is discharged and such discharge is not reversed through the Grievance Procedure;
- (c) is laid off for more than twelve (12) months;
- (d) fails to return to work after layoff within eight (8) days after being requested to do so by the Company, by registered mail sent to the last address recorded by the employee and appearing on the records of the Company. This time limit may be extended by the Company if the employee has a reasonable excuse, acceptable to the Company.
- (e) is absent from work for three (3) days without advising the Company and giving reasons satisfactory to the Company either before the absence or upon return;
- (f) takes work elsewhere during leave of absence without the written consent of the Company;
- (g) overstays a leave of absence without a justifiable reason, as determined by the Company.

10.04 For the purpose of pay only, an employee who retains seniority and who works as a regular seasonal driver may accumulate working service with the Company toward qualifying for the next higher rate of the pay scale.

- 10.05** (a) In the case of a reduction because of a shortage of work in a particular classification, the employee having the least seniority in that classification shall be the first reduced. The employee may, however, exercise seniority to displace a junior employee in another job classification within the Bargaining Unit, providing the employee has the basic qualifications, as established by the Company, necessary to perform the work.
- (b) An employee who is displaced or whose job is abolished may also exercise seniority to displace a junior employee in another job classification within the Bargaining Unit, providing the employee has the basic qualifications, as established by the Company, to perform the work.
- (c) Should employees being considered for reduction from the same job classification have the same job classification seniority, the employee with the least terminal seniority shall be displaced first.
- 10.06** In the event that a layoff becomes necessary, probationary employees shall be the first laid off and then regular employees in the inverse order of their seniority, providing that the remaining employees have the basic qualifications, as established by the Company, to perform the available work.
- 10.07** In the event of reductions or layoffs, the Company agrees to provide individual training in the job functions of the position obtained by the exercising of seniority of an employee having the established basic qualifications, and will allow the employee thirty (30) working days in which to meet the basic job requirements. At the conclusion of this period, the employee will either be confirmed in the position or will revert to the status existing immediately prior to the exercising of seniority.
- 10.08** In the event of layoff, the Company will provide each employee to be laid off at least two (2) weeks notice of such layoff.
- 10.09** When increasing the number of employees, preference shall be given in the order of terminal seniority to persons who have been laid off and remain on the active roll of the

Company and provided such persons can satisfactorily pass the pre-employment physical examination and have the necessary basic skills and qualifications, as established by the Company, for the jobs to be filled and notify the Manager, Toronto Terminals within four (4) days of the date of the Company's recall notice of their intention to report, and provided that they report to work within eight (8) days from the date of the Company's recall notice.

10.10 The notice to report to work shall be given by registered letter, mailed to the last address for the person laid off appearing on the Company's records. It shall be the responsibility of the person laid off to keep the Human Resources Department, Central Region, informed, in writing, of the address through which the person may be reached.

10.11 (R) The Company agrees to consider the employment of displaced persons at locations other than their normal place of employment. An employee transferred from another Petro-Canada location to a position at the Oakville Terminal and who will be covered by the Collective Agreement will be placed on the Terminal Seniority List and his/her seniority shall be considered as starting on the date of the transfer to Oakville Terminal. This date would be considered the seniority date for the purpose of layoffs and also for determining local privileges and advantages. If the transferred employee remains in a position covered by the Collective Agreement for more than twelve consecutive months, the employee's Company accredited service date will apply for layoffs only, local privileges and advantages would be determined by terminal seniority only.

10.12 The Company agrees to post all job vacancies within the scope of this Agreement that occur at Oakville Terminal. The job openings will be posted for a minimum of five (5) working days. Employees desiring the available vacancy may make application, through their Supervisor, in writing. All employee applications will be considered. The Company will consider the individual's qualifications in relation to the established needs of the job vacancy. In a case where applicants indicate relatively equal competence and efficiency, preference will be given to the employee having the longest period of service with the Company.

ARTICLE XI -JOB SECURITY

- 11.01 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 three (3) months advance notice or statutory notice, whichever is greater, for such change or closure.
- 11.02** Upon such notice, the Company will meet with the Union to discuss the impact of the change on the employees affected. The Company agrees to cooperate with the Government and the Union in finding alternate employment for affected employees.
- 11.03** 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.
- 11.04 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 10.03 (c) for this Agreement, forfeits the right to recall.
- 11.05 (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 (4) 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 year completed 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 purpose of this Article, one week's pay is defined as the employee's basic hourly wage rate at the time of termination times 37.33 hours.

- 11.06** An employee terminated and accepting severance payment under the above terms, remains eligible to be considered for re-employment as a new employee.

ARTICLE XII - HOURS OF WORK AND OVERTIME

- 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 normal assigned work week for all classifications covered by this Agreement shall average thirty-seven point three, three, three (37.333) hours per week. The work week shall commence at 0001 hours on Monday, and shall conclude at 2359 hours on Sunday. The Company shall determine the number of shifts employees shall work.
- 12.03** Overtime is defined as authorized hours worked over and above regularly scheduled hours.
- 12.04** Overtime at the rate of double time (2x) an employee's hourly rate shall be paid for all time worked in excess of scheduled daily hours. Overtime on a daily basis, will not be considered as beginning until an employee has worked one-quarter (1/4) hour beyond the normal scheduled quitting time, in which case overtime will be considered to be all time worked in excess of regular daily schedule. All overtime will be paid in fifteen (15) minute increments.

- 12.05** Regardless of the number of hours overtime worked during any working week, the Company agrees not to suspend or lay off any employee to avoid payment of overtime.
- 12.06** Time lost as a result of sickness shall be credited as time worked for the purpose of computing overtime pay.
- 12.07** There shall be no pyramiding of premium pay.
- 12.08 (R)** **Effective February 1, 1994;** - If overtime worked involves more than two (2) hours and extends beyond normal meal hours, a meal allowance of nine dollars (\$9.00) will be paid. An additional meal allowance of nine dollars (\$9.00) will be paid if further continuous overtime of four (4) hours or more is worked, exclusive of time taken out for the first meal during the overall overtime period. Overtime will not be paid for the time taken out for such meals.
- (R)** **Effective February 1, 1995;** - If overtime worked involves more than two (2) hours and extends beyond normal meal hours, a meal allowance of nine dollars and fifty cents (\$9.50) will be paid. An additional meal allowance of nine dollars and fifty cents (\$9.50) will be paid if further continuous overtime of four (4) hours or more is worked, exclusive of time taken out for the first meal during the overall overtime period. Overtime will not be paid for the time taken out for such meals.
- 12.09** If an employee is called out to work and the time does not connect with the regular shift, the employee will be paid at the rate of double time (2x) for all time worked or for four (4) hours at straight time, whichever is greater.
- 12.10** When a shift employee's schedule is changed by the Company, the employee shall be paid at the rate of double time (2x) for the first shift of the new schedule.
- 12.11** Employees may be permitted to exchange shifts or days off at the discretion of the Manager, Toronto Terminals, or delegate providing:
- (a) The mutual Shift Change Form (see Appendix "C") is completed no less than 24 hours prior to such change.
 - (b) No additional cost or penalty shall be paid by the Company.

12.12 Overtime records shall be kept monthly and cumulatively and shall be posted monthly. Such overtime will be distributed as fairly as possible among qualified employees in the classification in which overtime **becomes** necessary. Refusal to work overtime shall be considered as overtime worked for record purposes. In the event of a complaint due to an error or omission in the distribution of overtime, the Union agrees to assist in implementing the most cost effective, equitable, resolution for that complaint.

In the event that it becomes **necessary** to work a Recognized Holiday, the Manager, Toronto Terminals, or delegate, will request volunteers for such work. Preference shall be given to employees normally scheduled to work on the day of observance. In the event that sufficient volunteers to work are not obtained on the Recognized Holiday, the normally scheduled shift shall be required to work in reverse order of seniority, should a full shift not be required.

ARTICLE XIII - VACATIONS

13.01 The Company agrees to give vacations to employees as provided below:

- (a) The vacation year will run for twelve (12) months from January 1st to December 31st and vacations will be scheduled at any time during that period.
- (b) For the purpose of this clause, 'regular work week' shall mean the time period corresponding to the scheduled work week an employee would have worked had the employee not been entitled to vacation. Vacation pay shall be equivalent to the pay the employee would have received had the employee worked such regular work weeks in a regular working month.
- (c) 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
(R)	19 years but less than 25	5 weeks
	25 years and over	6 weeks

(d) Employees with less than one (1) year of service:
Employees will earn vacation entitlement at the rate of 1-1/4 days vacation (to a maximum of 15) for each month (or part thereof) of active employment counted from the date of hire.

(e) Vacations shall be taken during the course of the calendar year in which it is earned provided the employees has worked at least three (3) months. Employees who commence active employment during the last three (3) months of any calendar year will be entitled to take the vacation earned during that calendar year in the following calendar year after they have worked at least three (3) months.

13.02 Vacation pay will be paid in advance if requested. The rate of pay of employees on vacation shall be the rate paid them by the Company for the classification of work to which they are regularly assigned at the time they take their vacation.

13.03 Vacations will be scheduled on a rotating group plan and employees may express their preference for the time of their vacations within their specific group. Due consideration will be given and, where possible, such preference will be granted. However, vacations must be taken at a time or times conducive to the efficient operation of the Plant.

13.04 Wherever possible shift workers' vacations may be arranged to begin immediately *after* their regular day of rest.

13.05 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.

- 13.06** 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.

ARTICLE XIV - RECOGNIZED HOLIDAYS

- 14.01** The following twelve (12) holidays shall be recognized:

New Year's Day
Good Friday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day (December 26th)
Floating Day
Flex Day

- (a) The Floating Day will be designated by the Company prior to January 1st each year.
- (b) The Flex Day will be a date which would be mutually agreed to by the employee and Toronto Terminal management.
- (c) Should an additional statutory holiday be promulgated by either the Provincial or the Federal Government, the Floating Day will be designated as the eleventh (11th) holiday on a permanent basis.

- 14.02** In the event that a holiday is observed on a day other than the exact calendar date on which it falls, the locally proclaimed day of observance shall be considered to be the holiday for all employees.

- 14.03** An employee who is actively on the payroll and is not scheduled to work on one of the above named holidays shall

receive additional payment for such day of one (1) day's pay at the regular basis rate. An employee shall however, be allowed to bank days in lieu up to three (3) days after which the employee shall receive the additional payment for such day of one (1) days pay at the regular basis rate. Banked days in lieu shall be taken at a mutually agreed time.

14.04 An employee who is required to work on any of the above named holidays shall receive payment for all hours worked on such a day at double time (2x) basic hourly rate in addition to holiday pay.

14.05 In order to be eligible for holiday pay pursuant to this Article:

(a) An employee must work the regularly scheduled working day immediately preceding and the regularly scheduled 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 respond to a call out, or report for work on a Recognized Holiday on which the employee is scheduled to work unless the employee presents appropriate evidence substantiating that the absence was unavoidable and justified.

ARTICLE XV - WAGES

15.01 The wage scales and classifications shown in Appendix "A" attached and forming part hereof shall be effective as shown during the term of this Agreement.

15.02 (R) Effective February 1, 1994, employees covered by this Agreement who work rotating shift schedules or who are working overtime hours, shall receive a shift differential of ninety cents (**\$0.90**) per hour for all work performed between 1600 hours and 2400 hours. For all work performed between **00.01** hours and **08.00** hours such employees shall receive a shift differential of one dollar and fifty five cents (\$1.55) per hour.

(R) Effective February 1, 1995, employees covered by this Agreement who work rotating shift schedules or who are

working overtime hours shall receive a shift differential of ninety-one cents **(\$0.91)** per hour for all work performed between 1600 hours and 2400 hours. For all work performed between 00.01 hours and 08.00 hours such employees shall receive a shift differential of one dollar and fifty-seven cents **(\$1.57)** per hour.

- (R)** Effective February 1, 1996, employees covered by this Agreement who work rotating shift schedules or who are working overtime hours shall receive a shift differential of ninety-three cents **(\$0.93)** per hour for all work performed between 1600 hours and 2400 hours. For all work performed between 00.01 hours and 08.00 hours such employees shall receive a shift differential of one dollar and sixty cents **(\$1.60)** per hour.
- 15.03** The rates set forth in the schedule of wages, Appendix "A" apply to the various job classifications and not to the individual performing the work.
- 15.04** An employee who successfully bids into a higher paying classification from a lower paying classification will be paid at that wage rate in the new classification which is immediately higher than the wage rate paid to the employee prior to promotion.
- 15.05** An employee who successfully bids into a lower paying classification from a higher paying classification will be paid at the 12 month rate in the new classification providing the employee has completed 12 months consecutive service in the classifications covered by this Agreement.
- 15.06** Any employee temporarily assigned to a higher rated job classification will receive not less than the job rate established for the work performed. The job rate to become effective immediately upon the employee performing the duties of the particular job on the employee's own responsibility under normal supervision.
- 15.07** Any employee temporarily assigned to a lower job classification will not have such employee's rate reduced.
- 15.08** It is agreed that if any new Bargaining Unit job classifications are established during the life of this agreement which are not

covered by the schedule of wages now in effect, the rate for such new job classifications will be negotiated between the Company and the Union. The Company may put into effect a temporary rate pending negotiations on the rate to be established but once the rate has been established, it will be made retroactive to the time when the new job classification was instituted.

ARTICLE XVI - WELFARE

- 16.01** The Company agrees that the employees will be provided with information booklets covering the Company's welfare benefits.
- 16.02** The Company further agrees that the employees covered by this Agreement shall, during the terms of said Agreement, be entitled to participate in all such welfare benefits in effect for employees in general. The application of such welfare benefits shall be in accordance with the provisions of such benefits.
- 16.03** The Company will provide uniforms to the employees in accordance with the established Company uniform policy. Such uniforms will remain the property of the Company and will be, as decided by the Company, returned upon termination of employment.

ARTICLE XVII - SAFETY & HEALTH

- 17.01** (a) It is agreed that two (2) members of the Bargaining Unit will be appointed by the Union and two (2) members of the supervisory staff will be appointed by the Company to serve as the Terminal Safety and Health Committee. Appointment to the Committee shall be on a rotating basis so as to permit all employees at the terminal to serve in their turn. A Sub-Committee of the Terminal Safety and Health Committee will be established. This Sub-Committee will consider environmental health hazards particular to the Oakville Terminal operation.

- (b) The Company will make reasonable provisions for the safety and health of its employees during the term of their employment. Such protective devices and special apparatus as the Company provides and requires to be worn, will be worn, and such other equipment as is, in the opinion of the Company, necessary to protect employees from injury, will be provided by the Company.
- (c) It is agreed that the Safety Committees will have access to information known to the Company on hazards associated with products handled by the Terminal personnel.

17.02 The Union agrees to provide full moral support in the safety and health campaigns which will be a continuous part of the relations between the Company and the employees.

ARTICLE XVIII - GENERAL LEAVE OF ABSENCE

18.01 Leaves of absence will be granted at the discretion of the Company.

18.02 All requests for leave of absence shall be directed by the employee through channels to the Manager, Toronto Terminals, with seventy-two (72) hours notice being given prior to the anticipated commencement of such leave.

18.03 The decision of the Manager, Toronto Terminals, as to the granting and duration of any leave of absence shall be final and not subject to the provisions of Articles V and VI.

ARTICLE XIX - LEAVE OF ABSENCE FOR UNION BUSINESS

19.01 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:

- (R)** (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 three (3) employees may be absent from the Plant at any one time. The total period of fifty (50) days in any one calendar year may be extended upon mutual agreement of the Company and the Union to attend to duties as an executive member of the Union Local 593-O, or C.E.P. National Union.

- (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) and (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) calendar days prior to the anticipated date of the commencement of the leave.

ARTICLE XX - DURATION OF AGREEMENT

20.01 (R) This Agreement shall be effective from the first day of February 1994 and shall remain in force and effect through the thirty-first day of January 1997, and from year to year thereafter, unless either party gives notice, in writing, to the other party one hundred and twenty (120) days prior to the expiry day hereof, to terminate this Agreement or to negotiate revisions thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 25th day of May, 1994.

EXECUTED ON BEHALF OF
PETRO-CANADA

EXECUTED ON BEHALF OF
COMMUNICATIONS, ENERGY &
PAPERWORKERS UNION,
LOCAL 593-O -
OAKVILLE TERMINAL UNIT

"K. Sylvia"

**Keith Sylvia
Operations Manager**

"H. Hupponen"

**Harvey Hupponen
Manager
Toronto Terminals**

"M. Wayne Taylor"

**Wayne Taylor
Senior Human Resources
Advisor**

"K W Baldwin"

**K.W.(Ken) Baldwin
Unit Chairperson**

"Robert A. Kuus"

**Robert Kuus
Secretary**

"Wm. Finch"

**William Finch
Vice Chairperson**

"John More"

**John More
National Representative
C.E.P.**

APPENDIX "A"

WAGE SCALES

The following wage scale shall apply effective February 1, 1994 to those employees covered by this Agreement.

Classification

(R)	Start (hourly) \$	6 Months (hourly) \$	12 Months (hourly) \$
Transport Driver	17.70	18.57	20.60
Maintenance Coordinator	18.59	19.50	21.63
Rackperson	17.63	18.48	19.61
Clerk	14.46	15.39	16.33

(R) The following wage scale shall apply effective February 1, 1995.

Classification

(R)	Start (hourly) \$	6 Months (hourly) \$	12 Months (hourly) \$
Transport Driver	17.93	18.80	20.83
Maintenance Coordinator	18.82	19.73	21.86
Rackperson	17.86	18.71	19.84
Clerk	14.69	15.62	16.56

(R) The following wage scale shall apply effective February 1, 1996.

Classification

(R)	Start (hourly) \$	6 Months (hourly) \$	12 Months (hourly) \$
Transport Driver	18.29	19.18	21.25
Maintenance Coordinator	19.20	20.12	22.30
Rackperson	18.22	19.08	20.24
Clerk	14.98	15.93	16.89

APPENDIX 'B'

it is mutually agreed that for permanent employees of the Company at North York Terminal only, in the classification covered by this Agreement, and who accept the Company's offer of continued employment at Trafalgar Terminal by July 2nd, 1974, their starting date for the purpose of Terminal seniority under Article 10.02 will be July 2nd, 1974.

Executed at Oakville, Ontario, dated this day of April 1986.

NOTE - It is understood that in this Appendix "Trafalgar Terminal" should now read "Oakville Terminal".

APPENDIX "C"

**PETRO-CANADA PRODUCTS
OAKVILLE TERMINAL
MUTUAL SHIFT EXCHANGE FORM**

THIS FORM MUST BE SUBMITTED FOR APPROVAL NOT LESS THAN 24 HOURS PRIOR TO THE TIME OF THE REQUESTED CHANGE.

'A' _____ WILL NOT WORK ON SHIFT
(NAME)

_____ DAYS _____ AFTERNOONS _____ NIGHTS ON _____
(DATE)

'B' _____ IS ON _____ DAY
(NAME)

_____ AFTERNOON _____ NIGHT SHIFT

- DAY OFF IS ON THE SAME DATE AND WILL WORK FOR THE EMPLOYEE DESIGNATED IN 'A'

'C' THIS EXCHANGE WILL BE REPAID ON _____
(DATE)

_____ DAY _____ AFTERNOON _____ NIGHT SHIFT

SIGNATURE OF BOTH EMPLOYEES

'A' _____

AUTHORIZED _____ DATE _____
(SHIFT SUPERVISOR)

DISTRIBUTION: ORIGINAL - MANAGER 2ND COPY - SHIFT SUPERVISOR 3RD COPY - EMPLOYEE

APPENDIX "D"

ADMINISTRATION OF THE SHORT WORK WEEK FOR EMPLOYEES COVERED BY THE COLLECTIVE AGREEMENT AT OAKVILLE TERMINAL (AS AMENDED)

1.0 TRANSPORT DRIVERS

The work schedule prepared for transport drivers on full pay as defined below shall provide for an accumulation of one (1) working day per calendar month per driver, and such time will be taken off at a full pay, as agreed, in segments of four (4) working days in each of three (3) periods of approximately sixteen (16) weeks each.

The agreed Schedule of Hours for transport drivers comprises the net annual hours of 1960 (2080- 120 hours).

Annual Pay Calculation - Top Rated, Transport Drivers

(R)	Feb 1/94	Feb 1/95	Feb 1/96
Agreed hourly Rate	\$20.60	\$20.83	\$21.25
Annual agreed basic hours	1960	1960	1960
Sum (annual pay)	\$40, 376.00	\$40,826.80	\$41,650.00
Agreed annual rate			
(\$20.60x 37.333 x 52)	\$39,991.11		
(\$20.83x 37.333 x 52)		\$40,437.61	
(\$21.25x 37.333 x 52)			\$41,252.96
Difference to be paid in the final pay of each calendar year	\$384.89	\$389.19	\$397.04

2.0 RACKPERSON, CLERKS, ETC. ON ROTATING EIGHT (8) HOUR SHIFTS

The schedule prepared for such employees on rotating eight (8) hours shifts shall provide for a twenty-eight (28) day working cycle comprising seven (7) shifts, one (1) day off, three (3) shifts, one (1) day off, three (3) shifts, one (1) day off, two (2) shifts, one (1) day off, four (4) shifts, five (5) days off. The shift commencing at 0001 a.m. Sunday shall consist of five and one-half (5-1/2) hours only, and the shift will end at 5:30 a.m. Employees on rotating eight (8) hours shifts will work an average of thirty-seven point three, seven, five (37.375) hours per week.

The agreed Schedule of Hours for such employees comprises net annual hours of 1943.5 (37.375 hours x 52 weeks) calculated as follows:

Shift Schedule of Hours to Work Weekly

Emp. No.	Week 1	Week 2	Week 3	Week 4		Total
1	40	40	32	37.5	-	149.5
2	40	32	37.5	40	=	149.5
3	32	37.5	40	40	=	149.5
4	37.5	40	40	32	=	149.5

Average hours each 28 day cycle - 149.5 hours

Weekly average hours $\frac{149.5}{4}$ - 37.375 hours

Net annual hours (37.375x 52) - 1,943.5 hours

Annual Pay Calculation - Top Rated Rackperson

(R)	Feb 1/94	Feb 1/95	Feb 1/96
Agreed hourly Rate	\$19.61	\$19.84	\$20.24
Annual agreed basic hours	1943.5	1943.5	1943.5
Sum (annual pay)	\$38,112.04	\$35,559.04	\$39,336.44
Agreed annual rate			
(\$19.61 x 37.333 x 52)	\$38,069.21		
(\$19.84 x 37.333 x 52)		\$38,515.71	
(\$20.24 x 37.333 x 52)			\$39,292.24
Differenceto be paid in the final pay of each calendar year	\$42.83	\$43.33	\$44.20

3.0 MAINTENANCE COORDINATOR AND CLERK ON DAY WORK

- (a) The agreed work schedule prepared for a MAINTENANCE Coordinator or Clerk on day work, provides for a twenty-one (21) day cycle consisting of, in the first week, five (5) x eight (8) hours shifts, in the second week, five (5) x eight (8) hour shifts, and in the third week, four (4) x eight (8) hour shifts for an average of 37.333 hours per week.

The agreed Schedule of Hours for a MAINTENANCE Coordinator or Clerk on day work, other than Dispatch Clerks, comprises net annual hours of 1,941.3 calculated as follows:

Average Work	<u>14 days</u> x 8 hours =	37.333
Hours per week	3 weeks	hours per week
 Annual Hours	 <u>14 days</u> x 8 x 52 =	 1,941.3
	3 weeks	hours

The hourly pay rate for such employees is shown in APPENDIX "A".

4.0 “FULL PAY” - TRANSPORT DRIVER

The words “full pay” as indicated above, shall mean that the Transport driver is being paid for a full average work schedule under the following conditions (pay for normal work schedule, means the average pay as per Appendix “A”). It is only under the following conditions that an employee will be credited with time to be taken off with pay:

- (a) The employee is working the full ten (10) hour daily schedule.
- (b) The employee is on paid vacation.
- (c) The employee is on sick leave at full pay. For purposes of this section, full pay terminates once an employee has used his entitlement to 100% earnings under the Short Term Disability policy then current.
- (d) the employee is on a Recognized Holiday that falls within such employee's work schedule.

5.0 On the date of signing this Supplementary Agreement on the reduced work week, the Company may, for the purpose of accommodating the transition from existing work schedules, start any employee at any point in the employee's new work schedule at no increase in cost to the Company.

6.0 Commencing May 1st, 1974, a Transport Driver who was at full pay will be credited with one (1) day off for each full calendar month worked, or portion thereof.

7.0 If a Transport Driver terminates employment, an adjustment will be made to the final, reflecting a credit at straight time for days/hours owing or a debit for day/hours taken off for which no such time credit has been earned. The total number of credited dayhours of accumulated time will be determined, less the days off, if any. The employee's average daily rate during the “earning” period will be determined and the final pay cheque will include payment for credit day/hours not taken at the average daily/hourly rate. In the converse, if days off were taken and not earned, the final pay cheque will be reduced utilizing the same method of computation.

8.0 The "make-up" pay for employees on full pay referred to in Paragraphs 1.0, 2.0 and 3.0 above will be paid in full in the final pay cheque of each calendar year for each eligible employee.

An eligible employee who does not work the full calendar year or who terminates employment before the end of the calendar year will receive a sum to be computed as follows:

$$\frac{\text{No. of days on payroll}}{365} \times \$ \text{ value make-up pay}$$

9.0 If a Company Recognized Holiday falls within an employee's scheduled time off, the employee will receive one day's pay in lieu thereof.

All other provisions of the existing Collective Bargaining Agreement between the parties shall remain unchanged, except as are modified by the terms of this Supplementary Agreement.

The parties have endeavoured to effect the necessary changes in the Collective Bargaining Agreement to accommodate the introduction and implementation of the reduced work week. In the event that certain clauses or Articles of the existing Collective Bargaining Agreement should require change or modified application not herein contemplated by the parties in order to maintain the rights of the parties previously provided in the Agreement, it is mutually agreed that the parties shall meet for the purposes of effecting any such necessary change or modification not heretofore recognized upon the request of either party.

APPENDIX " E

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 for 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 employees must:

- Successfully complete any training/retaining program to which they are assigned.
- Perform work to which they are assigned and qualified to perform.
- Use normal bidding procedures wherever available to return to equal or better than their former grade.

APPENDIX "F"

LETTER OF UNDERSTANDING EMPLOYMENT SECURITY

Performance of work for the Company by contractors at the Oakville Terminal 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 "E".

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 subsidiaries 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 the Agreement signed between the parties at these locations.

APPENDIX "G"

MEMORANDUM OF AGREEMENT

between

**Energy and Chemical Workers Union, duly authorized
representative of the Local Bargaining Units
referred to as "the Union"**

and

**Petro-Canada Inc. (PCI)
hereinafter referred to as "the Company"**

Employment Security

The Company agrees to provide the Union with six (6) months notice, at Port Moody, Taylor Plant, Edmonton Refinery, Empress Plant, Moose Jaw Asphalt, Clarkson Refinery and Trafalgar Refinery of a plant closure, partial plant closure or other workforce reduction caused by changes in methods or facilities which will involve a permanent workforce reduction of employees covered under this Agreement.

At Saskatoon Terminal, Trafalgar Terminal and the North York Terminal, notice for the circumstances noted above will be three (3) months.

The provision replaces the notice provisions provided for such permanent workforce reduction in various local collective agreements.

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.

The current collective agreements will be amended to reflect this language.

For the Union:

For the Company:

(R.C. Basken)

(Don Burt)

(R.T. Philp)

(R. Bouvier)

(C.S. Sullivan)

NOTE - It is understood that in this Appendix "Energy and Chemical Workers Union" should be referred to as "Communications, Energy and Paperworkers Union" and "Trafalgar Terminal" should be referred to as "Oakville Terminal".

Petro-Canada Inc. (PCI) should be referred to as Petro-Canada (PC).

APPENDIX "H"

MEMORANDUM OF AGREEMENT

between

**Energy and Chemical Workers Union, duly authorized
representative of the Local Bargaining Units
referred to as "the Union"**

and

**Petro-Canada Inc. (PCI)
hereinafter referred to as "the Company"**

Safety, Health and Industrial Relations Training

As part of the current wage settlement, the Company agrees to remit three cents (3 cents) per hour for each full-time employee's regular hours of work to a 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 part within thirty (30) days prior to January 31, 1990, all terms and conditions will continue to apply.

For the Union:

For the Company:

(R.C. Basken)

(Don Burt)

(R.T. Philp)

(R. Bouvier)

(C.S. Sullivan)

NOTE - It is understood that in this Appendix, "Energy and Chemicals Workers Union" should be referred to as " Communications, Energy and Paperworkers Union".

Petro-Canada Inc. (PCI) should be referred to as Petro-Canada (PC).

(R) APPENDIX "I"
LETTER OF UNDERSTANDING
REGARDING
JOINT TRAINING COMMITTEES

Petro-Canada and the Communications, Energy and Paperworkers Union of Canada ("CEP) philosophically agree that the 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 encourage employees, with appropriate training, to utilize their full skill potential: 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 objective through this joint training initiative, it will provide the opportunity for Petro-Canada employees to do work available as long as they can do it as cost-effectively as outside contractors.

In the event that the local bargaining committee cannot establish these Joint Union/Management training Committees and the 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"

For Petro-Canada

"R.C. Baskin"

For CEP

(R) APPENDIX "J"
LETTER OF UNDERSTANDING
REGARDING
TRANSFERS BETWEEN BARGAINING UNITS

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.

Agreed this 23rd day of February, 1994

"G. Corbett"

For Petro-Canada

"R.C. Baskin"

For CEP

1995

JANUARY						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

MARCH						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

MAY						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JULY						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

NOVEMBER						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

FEBRUARY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

APRIL						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

JUNE						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

AUGUST						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

OCTOBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

DECEMBER						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

1996

JANUARY

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

MARCH

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

MAY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JULY

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

SEPTEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

NOVEMBER

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

FEBRUARY

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

APRIL

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

JUNE

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

AUGUST

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

OCTOBER

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

DECEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

1997

JANUARY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

MARCH						
S	M	T	W	T	F	S
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9	10	11	12	13	14	15
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30	31					

MAY						
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JULY						
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SEPTEMBER						
S	M	T	W	T	F	S
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

NOVEMBER						
S	M	T	W	T	F	S
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FEBRUARY						
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APRIL						
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JUNE						
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AUGUST						
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OCTOBER						
S	M	T	W	T	F	S
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DECEMBER						
S	M	T	W	T	F	S
	1	2	3	4	5	6
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			