

SOURCE	COMPANY		
EFF.	94	04	06
TERM.	97	04	05
No. OF EMPLOYEES	24		
NOMBRE D'EMPLOYÉS	<i>ll</i>		

COLLECTIVE AGREEMENT

BETWEEN



WILDCAT HILLS GAS PLANT

AND



**COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA
LOCAL 773**

**Effective April 6, 1994
To April 5, 1997**

**DEC 20 1994
1001301**

INDEX

Article 1	Purpose	1
Article 2	Recognition	1
Article 3	Cooperation	2
Article 4	Rates of Pay	4
Article 5	Hours of Work	7
Article 6	Overtime	7
Article 7	Shift Differential	9
Article 8	Holidays	11
Article 9	Vacations	12
Article 10	Seniority	15
Article 11	Leave of Absence	15
Article 12	Compassionate Leave	17
Article 13	Health and Safety	17
Article 14	Layoffs, Recalls	18
Article 15	Vacancies	19
Article 16	Severance	19
Article 17	Meal Allowance	20
Article 18	Grievance Procedure	21
Article 19	Arbitration	22
Article 20	Duration	24
Letters of Agreement		25

This agreement is made and entered into as of this 25th day of October, 1994.

Between

**Petro-Canada
Wildcat Hills Gas Plant (“the Company”)**

and

**Communications, Energy and Paperworkers Union of Canada,
Local 773 (“the Union”)**

It is the intention and purpose of the Company and the Union to promote and foster harmonious industrial relations between the Company and employees.

ARTICLE1 PURPOSE

Recognizing the common dependence of the Company and employees upon the success of the business as a whole, the Parties to this Agreement support the mutual objective of increased productivity and efficiency, and jointly promote the goodwill between the Parties that is necessary to the achievement of this objective.

The purpose of this agreement shall be to set forth terms and conditions of employment relating to rate of pay, hours of work, and other working conditions affecting the employees covered by this agreement and to provide for a means of settling disputes and grievances between the parties.

ARTICLE2 RECOGNITION

2.01 The Company recognizes the Union as the sole bargaining agent for all employees of the Company employed at the Wildcat Hills Gas Plant except office, clerical and engineering personnel.

2.02 The term "employee" or "employees" whenever used shall mean any person or persons covered by the agreement

2.03 The Company, in the exercise of its functions of management, shall maintain, among others, the right to maintain order, discipline and efficiency; to hire new employees and to direct the working force; to determine or change work assignments or methods; to decide the number and location of its plants; products to be manufactured; the methods and schedules of production, including the means and processes of manufacturing, kinds and location, curtailment or cessation of operations. The Company shall have the right to promote, demote, suspend or discharge for cause; to classify or re-classify, transfer or lay off employees because of a lack of work or a business decision; which rights are subject to the terms of the collective agreement.

2.04 Supervisors will not do work assigned to employees covered by the job classifications in this agreement except in the following types of situations:

- a) in emergencies;
- b) in the instruction of employees; or
- c) in the experimental work which requires special techniques and knowledge.

2.05 The Company shall deduct from wages as a condition of each employee's continued employment, the amount equivalent to dues from wages of each

employee. The amount of such dues will be determined by the Union. Union dues will be deducted on the first **two** pay periods of **each** month. The Union and its representatives fully recognize that the employees to whom this agreement is applicable have the right to refrain from becoming members of the Union or influencing an employee to join its ranks using coercion or intimidation of any kind.

- 2.06** The Company **agrees** to recognize a union bargaining committee of three (3) employees or a committee equal to the size of the Company committee who may be accompanied by a duly authorized representative of the Union. **As far as** practicable, **all** meetings between the Company and the Union **will** be held during working hours. No employee shall suffer **loss** of straight time pay by reason of attending such meetings.

ARTICLE 3 COOPERATION

- 3.01** In view of the orderly procedure established by this Agreement for the settling of disputes, there shall be no lockout by the Company, or strike, slowdown, sitdown, picketing or other suspension of work by the employees during the life of **this** agreement.

- 3.02** The Company **agrees** that the Union may post notices or other material on notice boards supplied by the Company for such purposes.

The Company further **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.

- 3.03** There shall be no discrimination, intimidation, interference, restraint, coercion, by or on behalf of the Company or by or on behalf of the Union, its members or its agents with respect to any employee because of membership **or** non-membership in the Union or because of the prohibited grounds of discrimination in the Individual's Rights Protection Act of Alberta, namely, gender (including pregnancy), race, religious beliefs, colour, mental disability, physical disability, marital status, age, **ancestry**, place of origin or membership in any political party.

The parties value the diversity that employees bring to the workplace, and recognize that **such** diversity **can** provide a competitive advantage if it is well-utilized, encouraged, supported and nurtured.

3.04 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.

For the purposes of this provision, Sexual Harassment means any unwelcome behavior 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 behavior 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 Prevention 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 behavior to first ask the instigator to stop the unwelcome behavior. 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*.

- 3.05** The Company agrees to meet every third month or **as** required by mutual consent with three (3) employees representing the Union for the purpose of discussing matters of mutual concern. No employee shall suffer **loss** of straight time pay by reason of attending such meetings.
- 3.06** The parties encourage continuing dialogue on any items in this Collective Agreement whenever the intention and purpose of this agreement *can* be enhanced.

ARTICLE 4 RATES OF PAY

4.01 Paydays and Pay Periods

Employees will be paid every other Friday on a biweekly basis. The regular pay period consists of fourteen (14) calendar days starting at 12:01 a.m. Sunday and ending at 12:00 midnight the second Saturday following. If a given shift continues and extends beyond midnight, the end of the shift shall be considered the end of the pay period. Payday **is** the Friday following the close of each pay period.

On each payday the Company will provide each employee with an itemized statement identifying items or issues such **as wages**, hours worked and deductions.

4.02 Minimum Rates of Pay

Classification	Hourly Rate as of effective date(s)		
	April 6/94	February 1/95	February 1/96
Lead Facility Operator	\$25.29	\$25.52	\$26.03
Senior Facility Operator	23.82	24.05	24.53
Operator 1	21.98	22.21	22.65
Operator 2	21.20	21.43	21.86
Operator 3	19.60	19.83	20.23
Operator 4	18.59	18.82	19.20
Lead Maintenance Person	25.67	25.90	26.42
Specialist	25.11	25.34	25.85
Senior Maintenance Person	24.53	24.76	25.26
Maintenance Person 1	23.44	23.67	24.14
Maintenance Person 2	22.36	22.59	23.04
Maintenance Person 3	20.91	21.14	21.56
Maintenance Person 4	19.60	19.83	20.23
Maintenance Person 5	18.59	18.82	19.20
Lead Gas Plant Operator "A"	27.30	27.53	28.08
Lead Gas Plant Operator "B"	26.49	26.72	27.25
Gas Plant Operator 1	24.53	24.76	25.26
Gas Plant Operator 2	23.13	23.36	23.83
Gas Plant Operator 3	21.28	21.51	21.94
Gas Plant Operator 4	19.60	19.83	20.23
Gas Plant Operator 5	18.59	18.82	19.20
Senior Utility person	17.60	17.83	18.19
Utility person	16.33	16.56	16.89

- 4.03** a) Operators and maintenance employees will be classified according to job responsibilities, experience and qualifications such as recognized trade certificates and the Petro-Canada Resources Operations Training Program,
- b) All training modules of the Petro-Canada Resources Operations Training Program which are mandatory to maintain an employee's present job classification may be accomplished during regularly scheduled work hours by mutual arrangement.

4.04 Pay Records

For the purpose of computing employees' pay, records will be kept to the nearest unit of thirty (30) minutes.

4.05 Temporary Assignments

An employee designated to relieve a supervisory position, will receive a premium of ten percent (10%) of the employee's base hourly rate. This premium will not be included with the base hourly rate in computing overtime or other premium pay

When the employee is temporarily assigned by the Supervisor to a higher classification than the employee's regular job, the employee shall be paid the highest rate the employee is qualified for. This shall apply to all hours worked in that classification to the nearest one-half (1/2) hour. When an employee is temporarily assigned to a job or lower classification other than the employee's regular job, the employee shall maintain the rate of the employee's regular job for all hours worked in the lower classification.

4.06 Standby Pay

An employee scheduled to take call will receive:

- two (2) hours straight time pay for each regular work day; and
- four (4) hours straight time pay for weekend, holiday, or scheduled day of rest.

In return the employee must be available at all times to receive direct communication from telephone answering service or others for a call out and will normally be expected to participate in the call out. The employee will be entitled to the greater of the minimum callout pay or overtime for the actual hours on a call out.

ARTICLE 5 HOURS OF WORK

5.01 Work Week and Work Day

The regular work **week** begins at 12:01 a.m. on Sunday and ends at midnight on the following Saturday. A work day consists of a twenty-four (24) hour period commencing at 12:01 a.m.

The scheduled standard hours of work will be not less than eight (8) hours per day and not less than forty (40) hours per week.

5.02 The normal number of hours of work is stated solely for the purpose of **cal**-culating overtime and shall not be construed **as** a guarantee of any minimum or **as** a restriction of any maximum number of hours to be worked.

5.03 The normal number of daily hours of work shall be one of: eight (8), nine (9), or twelve (12). The duration of a workweek will **vary** in accordance with schedules established from time to time but will average forty (40) hours.

5.04 It is understood that changes to shift schedules will not be implemented without the Company consulting and discussing the rationale for changes with the Union.

5.05 Odd Schedules

If operating conditions require, odd schedules may be established. The one to which the employee is assigned will be considered the employee's regular schedule **as long as** the employee is **so** assigned. Odd schedules will be arranged in a reasonable manner. Every effort will be made to keep such schedules to a minimum, consistent with operating requirements.

5.06 Shift Exchanges

Employees, with the **consent** of their immediate supervisor, may trade shifts with employees or the Company, provided it may be accomplished without additional cost or penalty to the Company.

ARTICLE 6 OVERTIME

6.01 General

The Company attempts to keep overtime to a minimum. However, all work in excess of the employee's normal workday, **shift** or week will be deemed overtime and will be paid for **as** outlined in "Overtime Hours" (Article 6.02).

An employee will be required to perform overtime work whenever called upon. Overtime or the opportunity for overtime, shall be distributed **as** fairly **as** possible amongst the qualified employees scheduled to work in the classifications within the area that the work becomes necessary.

All overtime requires approval from a supervisor in **advance of** the work being done.

An employee will be paid straight time rates **for** working regular scheduled hours except **as** provided in the sections concerning schedule changes and work **on** Recognized Holidays.

In **cases** where the employee may be entitled to **two** (2) **or** more types of overtime **for** the same **hours** of **work** in a day, the employee will not be paid duplicate overtime pay for the same hours worked.

Over the term of this Collective Agreement an employee required **to** work less than a full **shift** of overtime **on** a **call** out shall be supplied transportation at the Company's expense **or**, by mutual consent, receive round trip reimbursement according to the personal reimbursement amount paid under the Company's general policy.

6.02 Overtime Hours

Two (2) times the employee's regular hourly rate will be paid for all hours worked in excess of the employee's regular scheduled hours, for all hours worked **on** the employee's days **of** rest and for hours worked **on** a holiday **as** defined in this Agreement.

6.03 Change of Schedule

- a) If the employee is assigned to work a shift which does not include the hours of the employee's regular shift, overtime pay shall be paid during the first shift unless the change *is* made:
 - 1) **as** an accommodation to the employee,
 - 2) because of the permanent promotion of **an** employee whose schedule is changed,
 - 3) to return the employee to the original schedule worked prior to the change, if less than thirty (30) **days**, or
 - 4) to enable the employee to receive a program of training.

If the employee is eligible for overtime pay in accordance with the section **on** "overtime hours" **on** the first day of the change of shift, the change of shift premium will be paid **on** the first shift following.

- b) **An** employee who loses time through changes in **shift** schedule, will be

allowed to make up time equal to that lost within the following fourteen (14) calendar days. However, no overtime or premium rates shall be paid which would otherwise not be payable.

6.04 Call Outs

If an employee is called out to work after completing a regular shift and after leaving the work place, the employee will receive the greater of:

- a) four (4) hours at regular rates, ~~or~~
- b) pay for the hours worked at the applicable overtime ~~rate~~.

However, the employee will not receive more than straight time pay for any portion of the call out which extends into the employee's regular scheduled working hours.

- 6.05**
- a) An employee who works sixteen (16) continuous hours shall not be required to continue working without eight (8) continuous hours ~~off~~ the job excluding traveling time.
 - b) An employee, scheduled to work days, who works between 12:00 midnight and 4:00 a.m. shall not be required to work the scheduled day shift without eight (8) continuous hours ~~off~~ the job excluding traveling time.
 - c) Where an emergency situation exists, the provisions of paragraphs a) and b) above shall not preclude the employee from continuing to work. An employee who continues to work as a result of an emergency situation shall receive the overtime Wage rate for all time ~~so~~ worked.
 - d) The employee shall not lose any scheduled time ~~or~~ pay because ~~of~~ this provision.

ARTICLE 7 SHIFT DIFFERENTIAL

7.01 An employee who is a rotating ~~shift~~ employee*, will be paid a shift differential of **forty-four (44)** cents per hour for the hours worked between 8:00 a.m. and 4:00 p.m. and **ninety (90)** cents per hour for the hours worked between 4:00 p.m. and 12:00 midnight and **one dollar and fifty-five cents (\$1.55)** for hours worked between 12:00 midnight and 8:00 a.m.

An employee who is a 12 hour rotating shift employee*, will receive **sixty (60)** cents per hour for all hours worked between 7:30 a.m. and 7:30 p.m. and **one dollar and thirty-four cents (\$1.34)** per hour for all hours worked between 7:30 p.m. and 7:30 a.m.

Employees temporarily assigned to shift work shall be eligible for the shift differential applicable to all hours actually worked while so assigned. Shift work for these purposes shall be scheduled assignments to provide shift coverage for a period of two (2) or more consecutive days on a shift that is different than the employee's work schedule.

An employee entitled to shift differential and working at an overtime rate, will have overtime pay calculated on the employee's straight time rate and will, in addition, receive the applicable shift differential. In such cases the shift differential will always be calculated on the straight time rate.

*Shift Differentials are applicable only to rotating shift employees.

7.02 Effective February 1, 1995, an employee who is a rotating shift employee*, will be paid a shift differential of forty-four (44) cents per hour for the hours worked between 8:00 a.m. and 4:00 p.m. and ninety-one (91) cents per hour for the hours worked between 4:00 p.m. and 12:00 midnight and one dollar and fifty-seven cents (\$1.57) for hours worked between 12:00 midnight and 8:00 a.m.

An employee who is a 12 hour rotating shift employee*, will receive sixty (60) cents per hour for all hours worked between 7:30 a.m. and 7:30 p.m. and one dollar and thirty-five cents (\$1.35) per hour for all hours worked between 7:30 p.m. and 7:30 a.m.

Employees temporarily assigned to shift work shall be eligible for the shift differential applicable to all hours actually worked while so assigned. Shift work for these purposes shall be scheduled assignments to provide shift coverage for a period of two (2) or more consecutive days on a shift that is different than the employee's work schedule.

An employee entitled to shift differential and working at an overtime rate, will have overtime pay calculated on the employee's straight time rate and will, in addition, receive the applicable shift differential. In such cases the shift differential will always be calculated on the straight time rate.

*Shift Differentials are applicable only to rotating shift employees.

7.03 Effective February 1, 1996, an employee who is a rotating shift employee*, will be paid a shift differential of forty-five (45) cents per hour for the hours worked between 8:00 a.m. and 4:00 p.m. and ninety-three (93) cents per hour for the hours worked between 4:00 p.m. and 12:00 midnight and one dollar and sixty cents (\$1.60) for hours worked between 12:00 midnight and 8:00 a.m.

An employee who is a 12 hour rotating shift employee*, will receive sixty-two (62) cents per hour for all hours worked between 7:30 a.m. and 7:30 p.m., and one dollar and thirty-eight cents (\$1.38) per hour for all hours worked between 7:30 p.m. and 7:30 a.m.

Employees temporarily assigned to shift work shall be eligible for the shift differential applicable to all hours actually worked while so assigned. Shift work for these purposes shall be scheduled assignments to provide shift coverage for a period of two (2) or more consecutive days on a shift that is different than the employee's work schedule.

An employee entitled to shift differential and working at an overtime rate, will have overtime pay calculated on the employee's straight time rate and will, in addition, receive the applicable shift differential. In such cases the shift differential will always be calculated on the straight time rate.

*Shift Differentials are applicable only to rotating shift employees.

ARTICLE 8 RECOGNIZED HOLIDAYS:

New Year's Day	First Monday in August	Boxing Day
Family Day	Labour Day	Twelfth (12th) Recognized
Good Friday	Thanksgiving Day	Holiday (to be scheduled
Victoria Day	Remembrance Day	annually)
Canada Day	Christmas Day	

8.01 Recognized Holiday Observance

Observance of the holidays shall be as designated by the Company even though this may not be the actual day of the holiday. Generally, holidays shall be observed as follows:

- a) Day Workers (Five (5) Day Week Monday to Friday)
The day on which they are publicly observed. When the holiday falls on Saturday, Friday will normally be observed as the holiday. When the holiday falls on Sunday, Monday will be observed as the holiday.
- b) Day workers shall observe Friday for holidays which fall on Saturday, except when Friday is a day of rest, the first scheduled working day following the days of rest will be observed as a holiday provided in the Company's opinion there is no additional cost associated with the holiday being observed on the Monday.

c) Shift Workers

The calendar date on which the holiday actually **falls**.

8.02 Pay For Holidays Not Worked

An employee will be paid a holiday allowance of eight (8) hours regular straight time pay for each of the ~~twelve~~ (12) recognized holidays on which **the** employee does **not** work, provided:

- a) The employee works the last scheduled day before the holiday and the first scheduled day after the holiday, or
- b) The employee works either the last scheduled day before the holiday or the first scheduled day **after** the holiday and **has** an excused absence for the other day.

8.03 Pay For Holidays Worked

If an employee is required to work on a holiday the employee will, in addition to the holiday allowance, receive pay for the hours the employee worked **as** outlined in 'Overtime Hours' (Section 6.02).

8.04 Holidays for Day Workers Working Nine (9) Hour Days

An employee will be paid eight (8) hours' holiday pay plus overtime for **all** hours worked on a holiday, except in the following case:

- a) If a holiday falls on **an** employee's regular scheduled working day and the employee is not required to work, the employee shall be paid nine (9) hours' holiday pay to keep the employee's earnings whole.

8.05 Holidays For ~~Shift~~ Workers Working Twelve (12) Hour Days

An employee will be paid eight (8) hours' holiday pay plus overtime for hours worked on **a** holiday, except in the following case:

- a) If a holiday falls on an employee's regular scheduled working day and the employee is not required to work, the employee shall be paid twelve (12) hours' holiday pay **to** keep the employee's earnings whole.

- 8.06** Should either the Provincial or Federal Governments legislate a new statutory holiday, the parties to this agreement agree that the ~~twelfth~~ (12th) Recognized Holiday shall be taken to observe any new statutory holiday declared by legislation.

ARTICLE 9 ANNUAL VACATIONS

9.01 Earned Vacations

An employee will be entitled to an annual paid vacation in accordance with the following:

First Vacation:

Ten (10) hours of vacation (to a maximum of 120 in the year) for each calendar month (or part thereof) the employee is on the payroll in the first calendar year.

Second and Subsequent Vacations:

Less than 10 years accredited service to be completed during the vacation year	120 working hours
10 - 18 years accredited service to be completed during the vacation year	160 working hours
19 - 24 years accredited service to be completed during the vacation year	200 working hours
25 or more years accredited service to be completed during the vacation year	240 working hours

An employee completely earns vacation entitlement as per above.

Therefore, the employee's vacation is not fully earned until the employee has worked to December 31 in the current year. Vacation is intended to be taken during the vacation year in which the vacation credits are earned.

9.02 Vacation Pay

An employee's annual vacation pay shall be the greater of:

- the employee's wages, as if the employee had not been on vacation, to a maximum of pay for 120, 160, 200 or 240 hours, or
- a percentage of the employee's total earnings (comprised of: shift differential, overtime and straight time pay, acting up pay and supervisory relief pay) during the current period January 1 to December 31 calculated as follows:

<u>Hours</u>	<u>%</u>
120	6
160	8
200	10
240	12

If (b) is greater than (a), the difference will be paid in the first quarter of the subsequent calendar year.

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. This includes **an** appropriate adjustment for those employees whose vacation service date is not December 31 or are not taking vacation on a current basis.

Upon receipt of a written request at least ten (10) working days prior to the employee's scheduled vacation, the Company **will** provide **an** advance approximately equal to the pay the employee would receive on those regular paydays which fall during the period of vacation.

Annual vacation may not be waived in order to receive vacation pay and regular wages at the same time.

9.03 Recognized Holiday During Vacation

- a) When a Recognized Holiday **falls** within the employee's vacation period, the employee **will** receive Recognized Holiday pay if the employee was not scheduled to work on that day;
- b) When a Recognized Holiday **falls** within the employee's annual vacation, and the employee would have been scheduled to **work** had the employee not been on vacation, the employee will be entitled to a holiday on what would have been the first day the employee would have worked after taking annual vacation, or by agreement with the employee's supervisor on another day that the employee would have worked after **taking** annual vacation and before the end of the calendar year in which the holiday fell. **An** employee required to **work** a rescheduled holiday will be entitled to pay for the Recognized Holiday plus overtime for all hours worked.

9.04 Sickness Prior to Starting Vacation

If **an** employee **becomes** disabled **as** a result of sickness or accident immediately prior to starting vacation and the disability continues into the vacation period, the employee's vacation **shall** be rescheduled in such **a** manner that the employee **will** not lose vacation by reason of such disability. A medical certificate **will** be required.

9.05 Sickness During Vacation

If **an** employee becomes disabled **as** a result of sickness or accident during vacation and for a period of **not** less than one (1) week, such period **of** time may be rescheduled at a later date in such a manner that the employee will not **lose** vacation by reason of such disability. A medical certificate **will** be required.

9.06 Vacation Deferral

Normally vacation shall be taken annually. However, one (1) week of vacation may be deferred into the next vacation year, provided that the employee requests ~~such~~ deferral in writing to the employee's supervisor giving reasons for the request, and provided that required approvals are obtained.

9.07 Vacation Schedule

The timing of an employee's vacation will be designated by the Company in consultation with the employee, taking into account the employee's preference and the preference of others. The Company reserves the right to schedule vacations according to the operating and staffing requirements of the operation.

ARTICLE 10 SENIORITY

10.01 Employees shall be on probation for the first one-hundred and twenty (120) calendar days of employment with the Company. On the completion of the probationary period seniority shall be calculated from the date of employment at the Wildcat Hills ~~Gas~~ Plant.

10.02 Seniority shall be lost when:

- a) an employee is discharged for just cause;
- b) an employee voluntarily resigns; or
- c) the employee is on ~~lay-off~~ for a period of twelve (12) months or longer.

10.03 A seniority list will be posted within thirty (30) calendar days of the signing of this Agreement and will be revised at least twice per year. Copies of the seniority list will be supplied to the Union.

ARTICLE 11 LEAVE OF ABSENCE

11.01 Provided that the requirements of the operation can be met without additional cost or penalty to the Company the employee may be granted leave of absence without pay. For this type of leave, the employee should make application in writing to the employee's supervisor stating the exact dates the employee would like to have ~~off~~. The employee should give ~~as~~ much advance notice ~~as~~ possible to enable the supervisor to arrange ~~for~~ coverage during the employee's absence. Should the employee want leave of absence without pay in conjunction with annual vacation, the employee should make the request when completing the vacation schedule.

11.02 Employees will be permitted to take scheduled work days off without pay after having been required to work Company Recognized Holidays either as a part of their regular schedule or as overtime:

- a) day workers will be permitted one half (1/2) such day of leave without pay for each half (1/2) day worked on a Company Recognized Holiday;
- b) eight (8) hour shift workers will be permitted to take up to ten (10) scheduled work days off per year without pay and
- c) twelve (12) hour shift workers will be permitted to take up to eight (8) scheduled work days off per year without pay.

Requests for these days of leave will normally be made at least ten (10) days in advance in order that coverage may be arranged. Granting of these days off will not result in a requirement for another employee to work overtime. Cancellation of request for these days off will normally be made not less than five (5) days in advance.

11.03 Leave of absence without pay for Union business shall not normally be granted at any one time to more than four (4) employees for a maximum period of ten (10) calendar days in any three (3) month period. It is understood that circumstances may require the Union to request longer leaves. Where this is the case, the Union will discuss their needs with the Company and where the request is not detrimental to the operation, the Company will grant the leave. In addition, for employees on Union leave, as described by this clause, the Company agrees to keep the employee's pay whole while on the leave and to bill the union for those wages on a monthly basis, provided that:

- a) written application for leave is made at least ten (10) calendar days in advance; and
- b) the Company is able to furnish qualified replacements from within the Plant.

The Company recognizes that the Union may not always be able to provide ten (10) calendar days of notice of need for a leave of absence for Union business and therefore agrees to make every reasonable effort to accommodate, on infrequent occasions, such request on shorter notice.

11.04 On written request of the 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, provided the request is made at least ten (10) calendar days in advance.

11.05 In application of Clauses above, the Union shall determine what constitutes Union business.

ARTICLE 12 COMPASSIONATE LEAVE

When an employee attends the funeral of a spouse (by marriage or in common law), son or daughter, parent, sister, brother, equivalent in-law, or grandparent (by birth or marriage), the employee will not suffer loss of pay due to absence from work on the day of the funeral and up to four (4) additional days, if required, for travel and/or making necessary arrangements. One (1) such day without loss of pay will be provided for the purposes of attending the funeral of a more distant relative or close friend. Employees applying for leave under this clause will give the Company as much advance notice as possible under the circumstances.

ARTICLE 13 HEALTH AND SAFETY

13.01 The Company will supply all regular full-time employees with appropriate clothing and Safety Equipment (except as noted below) which is determined by the Company as necessary to protect the employees from injury. In addition, the Company will also:

- a) Reimburse employees 100% of the cost upon presentation of a receipt, for the purchase of appropriate CSA approved safety footwear to a maximum of one hundred and ten dollars (\$110.00) per year, as per Company policy.
- b) Provide safety glasses to all employees as per PCR Safety Glass Practice. Where employees require prescription lenses, the Company will reimburse the entire cost of prescription safety glasses and/or prescription safety sun glasses. Reimbursements are limited to one (1) pair of each type every two (2) years, unless damage warrants necessary replacement. Lenses and frames must be CSA approved.

13.02 The Company undertakes to make reasonable provision for the employee's safety and health during hours of employment. Employees shall wear and use any protective devices or clothing which, in the opinion of the Company, is necessary to protect employees from injury. All such protective devices and clothing will be provided by the Company.

The Company believes that a safe operation is one of its more important objectives. The Company believes that, "in order to do a job correctly, it must be done safely". No Company *can* operate safely nor *can* any safety program succeed without the full cooperation and participation of all personnel.

The primary responsibility for personal safety lies with the employee and supervisor. The overall effectiveness of the accident prevention program depends upon the team work of all personnel.

The employee *is* required to attend safety meetings. If meetings *fall* outside of regular working hours, the employee will be paid at overtime rate for all hours in *excess* of the regular working hours the employee is required to be in attendance.

The Company will provide first aid supplies and equipment in accessible parts of the operation. The employee is required *to* be familiar with the provisions of the Company's Corporate Safety Manual and all other safety procedures pertinent to the employee's operations.

ARTICLE 14 LAYOFFS AND RECALLS

14.01 If *as* a result of a business decision, or a lack of work, it becomes necessary to reduce the number of regular employees, the Company *will* consider skill, ability, experience and qualifications. In cases where these items are relatively equal, seniority will be the governing factor.

14.02 Where there is a requirement to increase the number of regular employees after a lay-off, eligible employees will be recalled in the reverse order of lay-off provided that they have the necessary skill, ability, experience and qualifications to perform the work available.

14.03 Seniority which employees had at the time of lay-off, will be regained and adjusted on the date of reemployment, providing the employee is reemployed within twelve (12) consecutive months.

14.04 Employees on lay-off must supply the Company with a current address and phone number and the Company will *make* a reasonable *effort* to contact the employee by phone, then by registered mail. In the event the employee cannot be so contacted, declines the offer of employment or *fails to* notify the Company of his intention to return to *work* within three (3) days of his receipt of the registered letter, he shall forfeit *his* seniority and right to recall.

14.05 If employees **are** assigned to job classifications not covered by this Agreement, the employee *shall* retain their seniority rights and continue to accumulate seniority for a period of *six (6)* consecutive months while ~~so~~ employed. Such persons, when released from exempted employment, may exercise their seniority right to return to the job classification from which the employee came, provided the ~~employee~~ returns within *six (6)* months from the time they were assigned outside of the Agreement.

ARTICLE 15 VACANCIES

15.01 **Any new** job classification or vacancy of a permanent nature within the Wildcat Hills Gas Plant shall be posted on bulletin boards for fourteen (14) calendar ~~days~~.

15.02 Employees desiring posted positions shall within the fourteen (14) calendar day period specified in Article 15.01 place **an** application with their immediate supervisor. To ensure employees on leave of absence or vacation are considered for any vacancy, they shall be considered to have applied for **vacancies**, *within* the line of progression, for which **they** are eligible which have been posted during their absence and shall have the right to decline or accept within three (3) work days of their scheduled date of return to work, any offer of promotion that may result thereby.

15.03 When filling vacancies, the Company ~~will~~ only give consideration to an employee's **skill**, ability, experience and qualifications. In cases where these items are relatively equal, seniority shall be the **governing** factor. In those cases where promotions will take place outside the line of seniority, the Company will inform the Union in writing and discuss its reasons before **taking** final action.

15.04 Where a job opening is of **such** a nature that it requires special qualifications which, in the opinion of the Company, are not available from present employees, the job *shall* be filled from other sources.

15.05 The Company shall post the status of job postings within seven (7) calendar days of the closing date of the job posting.

ARTICLE 16 SEVERANCE PAY

16.01 Any regular employee who ~~loses~~ seniority rights as a result of a lay-off due to a business decision or a shortage of work shall be entitled to severance **pay**.

16.02 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.

16.03 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 forty (40) hours. An employee terminated and accepting severance payment under **the** above terms, remains eligible to be considered for re-employment as a new employee.

16.04 Laid-off employees **lose** their seniority rights when they voluntarily resign after a lay-off commences, when **their** recall rights cease, or when they accept severance pay, whichever comes first.

ARTICLE 17 **MEAL ALLOWANCE**

17.01 When **an** employee is required to work:

- a) two (2) hours or more beyond **the** employee's **regular** stopping time, or
 - b) **two** (2) hours or more on a call out,
- the Company will supply **the** employee with a suitable meal which may be eaten on Company time, or at the employee's option, ten (\$10.00) dollars in **lieu** of the meal shall be paid. Should the employee's supervisor consider that it **is** impractical to provide the employee with a meal, the employee will be paid ten dollars (\$10.00) in lieu of the meal. The supervisor may also provide the employee **with a** meal before **the end of the two** (2) or four (4) hour period if, in the supervisor's opinion, the job will require **two** (2) or four (4) hours of work. Additional meals or payments in lieu thereof will be provided every four (4) hours thereafter as long as the work is continued. This section will apply to overtime hours only where an employee

has received less than twenty-four (24) hours' notice of the scheduled over-time.

ARTICLE 18 GRIEVANCE PROCEDURE

18.01 step 1:

Employees may discuss any difference with their immediate supervisor at any time. However, if following such a discussion, an adjustment of complaint is desired, such complaint must be submitted in writing to the employee's immediate supervisor within ten (10) working days of the occurrence or the date the employee was aware or reasonably could have been aware of the occurrence. The employee's immediate supervisor shall within seven (7) working days give a written decision on the difference or dispute.

Step 2:

If the employee is not satisfied with the decision at Step 1 the employee may, within seven (7) working days of the decision at Step 1, present the case in writing to the Plant Supervisor who will give a decision in writing within seven (7) working days.

Step 3:

If the employee is not satisfied with the decision at Step 2 the employee may, within seven (7) working days of the decision in Step 2, present the case in writing to the Superintendent, who will give a decision in writing within fourteen (14) working days.

If the decision of the Superintendent is not satisfactory to the employee, the Union may submit the dispute to arbitration as provided in Article 19. In all discussions and presentations, the employee may be represented by a Union Steward or a representative of the Union. All policy grievances must be submitted at Step 2.

18.02 Any grievance instituted by the Company may be referred in writing to the Union Executive within ten (10) working days of the occurrence of the circumstances giving rise to the grievance, and the Union Executive shall meet within seven (7) working days thereafter with management to consider the grievance. If final settlement of the grievance is not completed within five (5) working days of such meeting, the grievance may be referred by either party, to a Single Arbitrator or a Board of Arbitration as provided in Article 19 at any time within thirty (30) working days thereafter.

ARTICLE 19 ARBITRATION

- 19.01** (a) On the application of the Company ~~or~~ the Union, the matter may be submitted for final settlement to a Single Arbitrator, ~~or~~ Board of Arbitration, provided that not more than thirty (30) working days have elapsed since the date of the Superintendent's decision ~~or~~ not more than five (5) working days have elapsed since the date of the meeting pursuant to clause 18.02
- (b) Notwithstanding clause 19.01(a), where the parties mutually **agree**, the matter may be referred to Alberta Mediation Services within thirty (30) days of the Superintendent's decision under the grievance procedure or within five **(5)** working **days** of a meeting held pursuant to clause 18.02
- 19.02** The following sets out the procedure ~~for~~ the appointment of a Single Arbitrator, Board of Arbitration or Mediator.
- (a) Single Arbitrator
- 1) The party desiring to submit a matter to arbitration shall notify the other party to this agreement of its intention in writing and at the same time nominate at least five names of possible arbitrators. The notice shall also state in what respect the Agreement **has** been violated or misinterpreted by reference to the specific clause ~~or~~ clauses relied upon. The notice shall **also** state the nature of the relief ~~or~~ remedy sought. Within seven (7) working days thereafter the other party shall choose one of the suggested arbitrators or submit its list of five **(5)** possible arbitrators. If agreement is not reached by the parties within an additional ~~seven~~ (7) working **days** either party may request the Minister of Labour of the Province of Alberta to appoint a qualified arbitrator.
 - 2) The arbitrator shall **commence** hearing the grievance within twenty-one (21) working **days** of the arbitrator's appointment, and shall issue an award within a further fourteen (14) working days. The award shall be in writing and shall be final and binding upon the parties to **this** agreement and upon any employee **affected** by the award.
- (b) Arbitration Board
- 1) The party desiring to submit a matter to arbitration shall notify the other party to this Agreement of its intention in writing and at the same time nominate its representative on the Arbitration **Board**. The notice shall state the **matter** at issue and shall state in what respect the Agreement has been violated or misinterpreted by

reference to the specific clause or clauses relied upon. The notice shall also state the nature of the relief or remedy sought. Within seven (7) working days thereafter the other party shall nominate its representative. In the event that either party shall fail to appoint a representative as herein provided, the other party may request the Labour Relations Board of the Province of Alberta to appoint a representative on behalf of the defaulting party. When the representatives have been appointed they shall meet forthwith to choose a Chairperson who with the two representatives shall constitute the Arbitration Board. Should the representatives fail to agree on the Chairperson within seven (7) working days they shall forthwith request the Minister of Labour of the Province of Alberta to appoint a qualified chairperson.

- 2) The Arbitration Board shall commence its hearings within twenty-one (21) working days of the Chairperson's appointment. The Arbitration Board shall issue an award within a further fourteen (14) working days. The Arbitration Board award shall be in writing and shall be final and binding upon the parties to this Agreement and upon any employee affected by the award. The award of the majority shall be the award of the Arbitration Board.

(c) Mediator

Where the parties mutually agree the matter may be referred to Alberta Mediation Services for the appointment of a Mediator. The mediator shall endeavor to resolve the dispute within thirty (30) working days. Where the dispute is not resolved in mediation, either party may refer the matter to arbitration pursuant to Clause 19.01(a).

- 19.03 Each party shall bear the expense of its nominee. The fees and expenses of the Chairperson shall be shared equally between the parties.
- 19.04 The Single Arbitrator or the Arbitration Board shall not be authorized to make any decision inconsistent with the terms of this Agreement nor to alter or modify any portion of this Agreement.
- 19.05 Where the party filing the grievance does not submit a grievance to arbitration within the specified time limits outlined in Article 19.01(a), the grievance will be considered to be abandoned.

ARTICLE 20 DURATION

X

20.01 This agreement shall become effective on April 6, 1994 and replaces and supercedes the first Collective Agreement for Wildcat Hills Gas Plant It shall remain in full force until April 5, 1997 and from year to year thereafter **unless** either party gives **notice** of its desire to terminate the Agreement **or** enter into negotiations **for** the purpose of **amending** the Agreement. **Such notice** to amend **or** terminate shall be given not less than **sixty (60) days** and **not** more than one-hundred and twenty **(120)** days immediately prior to the **expiry** date of the agreement.

In Witness whereof the Parties have caused this agreement to be executed on the date first-above written.

For the Company _____	For the Union _____
Eric Sundgaard	Duncan Strachan
_____	_____
Lee Braithwaite	Eric Hanson
_____	_____
Kevin G. Smith	Kevin W. Smith

	Watson Reid

	Gib Todd

PROGRESSIONS

Employees ~~will~~ only be advanced to the top of progression provided they have the necessary time in their current level and have completed the necessary training modules ~~as~~ defined by the Company.

Should deferral by the Company of one or more courses cause subsequent years to be delayed, employees will be reclassified ~~to~~ the appropriate level pending successful completion of the delayed course. In the event employees do not successfully complete their course, their rate will be reduced immediately ~~to~~ their previous rate.

~~With~~ the exception of vacation and training, progression ~~as~~ described above will be suspended where employees are ~~off~~ work for more than one continuous month and ~~will~~ commence once the employee has returned to their regular full time position.

GAS PLANT OPERATOR PROGRESSION

REQUIRED TIME IN POSITION

POSITION

84 months
minimum experience

Lead Gas Plant Operator "A"
Lead Gas Plant Operator "B"

TOP OF PROGRESSION

12 months minimum

Gas Plant Operator 1
(2nd Class ticket required)
Gas Plant Operator 2
(3rd Class ticket required)

11 to 14 months

Gas Plant Operator 3
(~~4th~~ 4th Class ticket required)

12 to 18 months

Gas Plant Operator 4

12 to 18 months

Gas Plant Operator 5

6 months

Senior Utility person

6 months

Utility person

MAINTENANCE PERSON (JOURNEYMAN TICKETS REQUIRED)

REQUIRED TIME IN POSITION

POSITION

84 months or more

Lead Maintenance Person

TOP OF PROGRESSION

12 months minimum

Specialist
(Requires two certified dual tickets
as per Table "A")

12 months minimum

Senior Maintenance
(Journeyman ticket required)

11 to 14 months

Maintenance Person 1
(Journeyman ticket required)

11 to 14 months

Maintenance Person 2
(4th year apprentice)

11 to 14 months

Maintenance Person 3
(3rd year apprentice or minimum time
as Maintenance Person II)

12 to 18 months

Maintenance Person 4
(2nd year apprentice or minimum time
as Maintenance Person I)

12 to 18 months

Maintenance Person 5
(1st year apprentice or approval to enter
stream without entering apprenticeship)

6 months

Senior Utility person

6 months

Utility person

MAINTENANCE PERSON (NO TICKETS REQUIRED)

**REQUIRED TIME
IN POSITION**

POSITION

96 months or more

Lead Maintenance Person

84 months or more

Senior Maintenance Person

72 months or more

Maintenance Person 1

60 months or more

Maintenance Person 2

TOP OF PROGRESSION

12 months minimum

Maintenance Person 3

12 to 18 months

Maintenance Person 4

12 to 18 months

Maintenance Person 5

6 months

Senior Utility Person

6 months

Utility Person

TABLE "A"

Series (A) Combinations:

Journeyman Mechanical Tradesperson (Auto or Heavy Duty Mechanic or Millwright)

Journeyman Instrument Mechanic

Journeyman Welder (B) Ticket included

Journeyman Electrician

Journeyman Machinist

Series (B) Combinations:

Journeyman Welder (B) Ticket included

Journeyman Machinist

Journeyman Fitter

Series (C) Combinations:

Journeyman Fitter

Journeyman Insulator

Journeyman Tinsmith

Note: Any combination of two certified Journeyman tickets "A", "B", or "C" will qualify a Journeyman for the specialist rate of pay.

FIELD OPERATIONS

REQUIRED TIME IN POSITION

POSITION

84 months
previous experience

Lead Facility Operator

72 months
previous experience

Senior Facility Operator

TOP OF PROGRESSION

11 months

Operator 1

12 - 18 months

Operator 2

12 to 18 months

Operator 3

12 to 18 months

Operator 4

6 months

Senior Utility person

6 months

Utility person

EMPLOYEES WRITING EXAMINATIONS UNDER THE ALBERTA BOILERS ACT

The Company encourages employees to improve their qualifications and accordingly will permit leaves of absence to sit for examination papers which are required by the Alberta Boilers Act.

Such leaves will be subject to the employee providing the Company with reasonable notice of such requests and also that the operational requirements of the Plant *can* be met in a reasonable manner.

Further the Company *intends* for the first, and in case of failure on the first attempt, the successful writing of a particular examination paper:

- 1) to keep the employee whole while writing the examination;
- 2) to reimburse the employee for the actual cost of examination; and
- 3) to reimburse the employee for round trip automobile expenses for kilometers traveled by the most direct route from their place of residence to the examination location.

TRANSPORTATION

The Transportation Allowance in effect at Wildcat Hills Plant prior to the commencement date of this Collective Agreement shall continue in effect only during the term of this Collective Agreement:

12-hour shift workers shall be paid \$16.00 per month travel allowance and \$33.00 per month personal vehicle allowance for a total of \$49.00 per month.

9-hour shift workers shall be paid \$22.00 per month travel allowance and \$41.00 per month personal vehicle allowance for a total of \$63.00 per month.

EMPLOYMENT SECURITY

Permanent Work Force Reduction

Performance of **work** for the Company by contractors at this location will not serve to alter any right an employee has under the terms of this agreement or cause the lay-off of any employee in the Bargaining Unit.

In the event of Plant closure, partial Plant closure, or change in methods of facilities which will involve a permanent work force reduction of employees covered under this Collective Agreement, the Company shall, where practical, give the Union not less than **six (6)** months advance notice or statutory notice, whichever **is** greater, for such change or closure.

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 trying to find alternate employment for affected employees.

An employee covered by the terms of this Collective Agreement who is permanently laid-off shall be entitled to severance pay, provided that:

- a) the employee remains available for work until the date of termination;
- b) the employee is not terminated for reasons outlined in Clause 10.02(a) and (b).

Rate Protection

In the event that employees are downgraded solely due to a 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, employees 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 rate of pay.

SPECIALIZED COURSE ATTENDANCE

In order to further the capabilities of Company employees, the Company may extend to individuals the opportunity to attend specialized courses or attend conventions. The purpose of the Company's support of these training sessions is to upgrade the knowledge of the employee, both for the benefit of the individual and to meet the Company's needs.

While attending such sessions the Company will reimburse employees for the following, reasonable expenses:

- i) course tuition fees and course material;
- ii) Reasonable lodging expenses and personal meals; and
- iii) authorized travel expenses to the course location and return.

In addition, the Company will maintain the employee's earnings as though they had worked in accordance with the usual schedule. Employees who are on course outside of their regular schedule will receive premium pay to a maximum of eight (8) hours per day for all hours in the classroom. In addition, employees will be paid actual travel time, less one (1) hour per day traveled, at straight time rates provided the employee travels by car.

Employees are encouraged to clarify any outstanding questions relating to personal expenses with their supervisor/manager prior to course attendance.

SAFETY, HEALTH AND INDUSTRIAL RELATIONS TRAINING FUND

The Company agrees to remit three (3) cents per hour for each full-time employee's regular hours of work to the Safety, Health and Industrial Relations Training Fund. Terms and conditions that apply to other locals contributing to the SHIRT Fund at Petro-Canada will apply here.

OPERATIONS TRAINING PROGRAM

The Parties agree to discuss the Petro-Canada Resources Operations Training Program for the mutual benefit of the Company and the employees.

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 ~~a~~ ~~n~~ ~~c~~ ~~i~~ ~~n~~ ~~g~~ 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.

"Garry Corbett"

"Reg Bash"

For Petro-Canada

For CEP

**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 locations.

Agreed to this 23rd day of February, 1994.

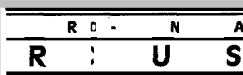
“Garry Corbett”

“Reg Basken”

For Petro-Canada

For CEP

Not part of Collective Agreement but printed here for convenience only:



TOPIC: PARENTAL LEAVE

DATE 94/07

APPROVED: Vice President, Human Resources

INTRODUCTION

This procedure **describes** the standards and guidelines under which employees will be given leaves of absence to fulfill parental obligations.

Accountability

The Vice President, Human Resources is accountable for the interpretation and maintenance of **this** procedure.

DEFINITIONS

Adoption Leave

Taken by an employee who, upon request, may be granted adoption leave without pay for a period of up to **27** weeks. The earliest date that the leave can commence is the date of acceptance of custody of the child. Adoption leave must be taken within one year after the child is taken into custody.

Maternity Leave

Taken by a pregnant employee who, upon request, will be granted a maternity leave without pay for a **period** of up to **27** weeks. The earliest date that **this** leave can commence is **16** weeks prior to ~~the~~ expected date of delivery.

Parental Leave

Includes maternity, paternity and adoption leave.

Paternity Leave

Taken by a male employee who, upon request, may be granted paternity leave without pay for a **period** of up to **27** weeks. The earliest date that the leave can commence is four weeks prior to the expected **birth** of **his** child. Paternity leave must be taken within one year after the **birth** of the child.

PROCEDURES

Eligibility

All regular full-time and part-time employees **are** eligible for parental leave.

Application for Leave

Employees requesting parental leave should apply **in writing** to their immediate supervisor **stating** the date **on** which they wish **the** leave to commence. **The** application should **normally** be submitted at least three weeks prior to the expected commencement date; however employees are encouraged to apply at the earliest possible date.

Maternity Benefits	Employees on Maternity Leave will receive payment of the difference between unemployment insurance maternity benefits and short-term disability benefits to a maximum of 100% of basic pay for a six week period following delivery of a child. This benefit is provided under a Supplementary Unemployment Benefit (SUB) Plan paid by the Company. The employee must submit her unemployment insurance benefit cheque stubs to the Company to obtain the SUB benefit. Payment will be made in a lump sum after the six week period has passed.
Extension of the Six Week Period	In cases of medical complication, with a medical certificate and approval of the Company's Medical Department, payments will continue following the normal six week recovery period, until the employee's health enables her to return to work.
Benefits During Parental Leave	Employee benefits not requiring employee contributions, and the long-term disability plan which requires contributions, are continued during the leave. Other benefits requiring contributions may be continued or suspended at the employee's option. Immediately following the commencement of leave, Employee Benefits will forward instructions on the arrangements necessary to continue the required contributions. Vacation days continue to accrue during first 27 weeks of the leave but flex days do not.
Modified Work	In cases where a pregnant employee, because of her pregnancy, cannot do all aspects of her job, the Company will make every effort to accommodate her needs. A written advice from her doctor and concurrence of the Company's Medical Department are required.
Return to Work	Employees should advise their supervisors in writing of the expected date of return to work as early as possible, but at least two weeks prior to their return. Upon return to work employees will be reinstated in their former position or a comparable position with the same pay and benefits.
Application of this Procedure	Where provincial legislation exceeds the provisions of this procedure, the legislated regulations will apply.
Reference for More Details	The Benefits Advisor will provide additional information.

