

COLLECTIVE AGREEMENT

BETWEEN

**IMPERIAL OIL LIMITED
PRODUCTS & CHEMICALS DIVISION
LOUGHEED DISTRIBUTION TERMINAL
3232 UNDERHILL AVENUE
BURNABY, B. C.**

AND

TEAMSTERS LOCAL UNION No. 213

February 1st, 2005 - January 31st, 2011

**DON MCGILL
Secretary-Treasurer**

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PRODUCTS & CHEMICALS DIVISION

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ARTICLE 3 - UNION SECURITY

3:01 Employees who are members of the Union on the date of signing of this Agreement shall remain members of the Union for the duration of this Agreement.

- 3:02 All new employees hired after date of signing of this Agreement shall on commencing work in the bargaining unit sign a Union application card and complete authorization cards for the deduction of initiation fees, dues and assessments. If an employee is not accepted for membership in the Union, all payments made to the Union in respect to this application shall be refunded by the Union. Employees rejected for membership in the Union will not be subject to discharge for that reason.
- 3:03 Loss of Union membership shall not require the Company to terminate an employee unless such loss is the result of non-payment of Union dues.
- 3:04 Deductions for Union dues, fees and assessments shall be forwarded to the Union not later than the last business day of the month following the month in which the deductions were made.
- 3:05 Following lay-off, as a condition of retaining seniority on recall, an employee who is a member of the Union must remain a member thereof.
- 3:06 It shall not be a violation of this Agreement or cause for discharge if an employee refuses to cross a picket line which has not been declared illegal by a court of competent jurisdiction.

ARTICLE 4 - SHOP STEWARDS

- 4:01 The Company shall recognize one (1) Shop Steward and one (1) Assistant Steward, all of whom shall be members of the bargaining unit. These numbers may be varied by mutual consent. The Union will notify the Company, in writing, of the names of the Shop Steward and Assistant Stewards.
- 4:02 During regular working hours, Stewards will be allowed a reasonable time from their regular jobs at regular rates of pay to attend to Union business within the Terminal. The Union agrees that this privilege will not be abused.
- 4:03 Before leaving his job a Steward must obtain permission from his Supervisor. The Steward will also report to his Supervisor when he returns to his regular duties.
- 4:04 When Stewards who are off duty are required to attend to Union business within the Terminal, they shall advise Management upon entering the Terminal. If there are no other members of the bargaining unit in the Terminal, Management retains the right to refuse admission to the Stewards.
- 4:05 The Union shall be notified in writing if a Steward is discharged for a cause and the reason for discharge will be stated in writing.

4:06 The Union agrees that it will not hold meetings at any time on the Company's premises without permission of the Terminal Manager or his authorized representative.

ARTICLE 5 - EXECUTIVE AND STEWARDS

5:01 Executive Officers of the Union or a Steward who are required to attend meetings at the call of the Union shall be allowed time off without pay. Under normal circumstances notice of at least two (2) days will be given by the Union to the Company.

ARTICLE 6 - GRIEVANCE PROCEDURE AND ARBITRATION PROCEDURE

6:01 If during the term of this Agreement, there should arise any difference between the parties bound by this Agreement concerning its interpretation, application, operation, or any alleged violations thereof, including any questions as to whether any matter is arbitrable, an endeavour shall be made to settle the difference by negotiations between representatives of the Company and the Union.

6:02 Where a grievance refers to a particular occurrence or incident other than a payroll error no consideration shall be given by either party unless such grievance is submitted within fifteen (15) days from the date of the alleged occurrence or incident. Payroll errors must be submitted within thirty (30) days from the date of the alleged occurrence or incident.

6:03 If the grievance has not been settled within fourteen (14) days by the Terminal Manager or his authorized representative and the Union at the Loughheed Terminal then the grieving party shall submit the grievance in writing to the other party at which time it shall be considered by senior representatives of the Company and the Union.

In the event that the said senior representatives fail to reach a satisfactory settlement within fourteen (14) days after the difference is submitted to them, or within such longer time as the parties may agree, then it may be referred by either party within twenty-one (21) days to an arbitration board of three (3) persons, constituted as follows:

- (a) The party desiring arbitration shall appoint a member for the Board and shall notify the other party, in writing, of its appointment, and particulars of the matter in dispute;

- (b) the party receiving the notice shall within five (5) days thereafter appoint a member for the Board and notify the other party of its appointment;
- (c) the two arbitrators so appointed shall confer to select a third person to be Chairman and failing for five (5) days from the appointment of the second of them to agree upon a person willing to act, either of them may apply to The Honourable, the Minister of Labour, to appoint such third member.

- 6:04 The Arbitration Board shall sit, hear the parties, settle the terms of the question to be arbitrated, and render its decision within thirty (30) days of the appointment of the Chairman or within such longer time as the parties agree to and the decision of the majority of the Board of Arbitration constituted in the above manner shall be binding on both parties.
- 6:05 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute new provisions for existing provisions, nor to give any decision inconsistent with the provisions of this Agreement.
- 6:06 Where a Board of Arbitration finds that an employee has been dismissed or suspended for other than proper cause, or finds that a probationary employee has been dismissed or suspended in an arbitrary manner, the Board shall:
- (a) Direct the Employer to reinstate the employee and pay to the employee the sum equal to his wages lost by reason of his dismissal or suspension, or such lesser sum as in the opinion of the Board of Arbitration is fair and reasonable; or
 - (b) Make such order as it considers fair and reasonable, having regard to the terms of the Collective Agreement.
- 6:07 If the award of the Arbitration Board is subsequently set aside by a Court of competent jurisdiction, the question shall, at the request of either party, be submitted to another Arbitration Board appointed pursuant to, and with all the powers provided by this article.
- 6:08 Each of the parties will bear the expenses of the Arbitrator appointed by it, and the parties will jointly bear the expenses of the Chairman.
- 6:09 Without restricting the specific powers hereinbefore mentioned, the Arbitration Board shall have all the general powers of an Arbitration Board.
- 6:10 If either of the parties do not comply with the conditions, steps and time limitations of this procedure, that party will be deemed to have conceded or abandoned the grievance or arbitration.
- 6:11 Probationary employees as defined in Article 7, Clause :02 shall have access to the grievance procedure.
- 6:12 Notwithstanding anything in this article, a member of the bargaining unit who is not a member of the Union may avail himself of the grievance and arbitration procedure set out herein.

6:13 It is agreed that an employee has the right to decide whether a copy of a letter of discipline is forwarded to the Union.

ARTICLE 7 - SENIORITY, TRANSFERS, LAYOFFS AND RE-HIRE

7:01 For the purposes of this Agreement, seniority for employees within the bargaining unit as of the date of signing of this Agreement, shall mean all Company service shown on the records as of April 1st, 1969. Following this date, seniority will accumulate during the period when the employee has employee status in any position covered by this Agreement.

7:02 Employees shall be probationary for the first twelve (12) months of employment and shall have no seniority rights during that period. Any probationary employee who is absent for any reason, for more than a total of ten (10) working days during their probationary period, shall have their probationary period extended for a period of time equal to the period(s) absent. After completing their probationary period, an employee's seniority shall be dated from the date of his most recent employment.

The Company at its discretion may dismiss or suspend a probationary employee for less cause than an employee who has completed his/her probationary period.

7:03 Seniority shall be lost when:

- (a) an employee resigns;
- (b) an employee is discharged;
- (c) an employee is laid off for a period of twelve (12) months or longer;
- (d) any new employee is not employed for a greater period than six (6) months within the twelve (12) month period from his first day of employment;
- (e) a former employee fails to accept a recall notice for regular employment within seven (7) calendar days after date of mailing of notice or will not be available for work within a reasonable period specified by the Company.

7:04 An employee transferred from the bargaining unit to a supervisory position shall retain his seniority held prior to the transfer and shall continue to accumulate seniority up to a maximum of one (1) year for any one (1) transfer, or for such further period of time as the parties shall mutually agree upon.

7:05 Should it be necessary to lay off employees, this will be done on the basis that the employees with least seniority will be laid off first, provided the employees retained are qualified and capable to perform the available work.

7:06 Laid off employees shall be entitled to exercise their seniority to work at another classification for which they are qualified and capable, and where

employees are required. The senior employee who intends to exercise his/her seniority rights must advise the Company of that intention within seven (7) days of receipt of notice of layoff.

- 7:07 When it becomes necessary to hire an employee, former employees who have retained seniority will be recalled to work in the order of seniority, provided they meet the qualifications of the position available.
- 7:08 The Company will establish and maintain a current list showing the seniority of each employee. It shall be posted and revised every six (6) months with a copy forwarded to the Union.
- 7:09 The Company shall have the right to fill a position on a temporary basis for a period of up to thirty (30) calendar days without regard to seniority, in which case the Shop Steward will be informed.
- 7:10 The Company shall notify the Union thirty (30) days in advance of intent to institute technological change which will involve the layoff of any regular employees with one year or more company service.
- 7:11 The Company will consider every reasonable opportunity for training and retraining of displaced employees for positions available within the unit.
- 7:12 An employee with one or more years of company service who is permanently laid off shall be entitled to severance pay. Severance pay will be a minimum of two (2) weeks pay, plus two (2) weeks pay per year of actual Company service. For the purpose of this calculation, pay is defined as the employee's regular rate of pay at the time of permanent lay off. Partial years of service will be prorated for the calculation of severance payments.
- 7:13 Where a difference arises between the Parties of this Agreement relating to the adjustment to technological change, either party without stoppage of work may notify the other party in writing of its desire to submit the difference to the grievance and arbitration procedures of this Agreement.
- 7:14 During the term of this Agreement, the Company will not sub-contract bargaining unit work if, as a result of such sub-contract, a bargaining unit employee is laid off from, or not recalled to, active duty within the bargaining unit.

ARTICLE 8 - JOB POSTING AND PROMOTION

- 8:01 When it becomes necessary to fill a position within the bargaining unit, the Company shall post notice of such position in a conspicuous place at Loughheed Terminal and will be guided by the following terms of reference:

1. The position will be posted for not less than five (5) calendar days.
2. The posting notice shall include the closing date for applicants.
3. Applicants must apply in writing to the Terminal Manager no later than the closing date.
4. Selection will be made within ten (10) calendar days of the closing date from those employees who applied provided they have the ability and qualifications required for the position.

8:02 In selecting employees for promotion within the bargaining unit or transfer to another position covered by this Agreement, the Company will take into consideration the ability and performance of employees. When the ability and performance of employees under consideration are relatively equal, preference will be given to the employee with the greatest seniority.

8:03 The successful applicant shall be on probation for his new job for three (3) months during which time he may be reverted to his former job if he does not perform the duties satisfactorily or if he applies to the Company to be returned. In the event that a reversion occurs, any other appointments which resulted from the original appointment may be reversed. If it is not possible to revert to the former job, the employee will be assigned to a job in the same classification.

ARTICLE 9 - HOURS OF WORK

9:01 General

- (a) The work week for all employees covered by this Agreement shall be forty (40) hours and will consist of five (5) eight (8) hour days, except as noted in Article 9, Clauses :03, :05 and :06.
- (b) Employees are entitled to two (2) days off per week but not necessarily consecutively, except as noted in Article 9, Clauses :05 and :06.
- (c) Arrangements of daily hours and weekly days off are made according to the work schedule established by the Company and may require Saturdays and Sundays as normal work days.
- (d) Rest periods, each of ten (10) minutes duration, will be allowed to employees at a time approximately mid-way in both the first and the second half of the work day. When work is being performed on an overtime basis a ten (10) minute rest period will be allowed after every two (2) hours of overtime except where the rest period coincides with a meal period.

- (e) Except in extenuating circumstances, employees shall give not less than twelve (12) hours notice to their Supervisor of their inability to report for work and their return to work following an absence.
- (f) Employees are required to take their 30 minute lunch break midway through their shift as business conditions permit. Rest periods are to be taken midway through the first half and second half of the shift. These breaks and rest periods are not cumulative and may not be deferred to the end of the shift.
- (g) The Terminal Operator hours of work will vary depending on which classification he is assigned to.

9:02

(a) **Day Employees**

Subject to Article 9, Clause :03, day employees, shall work eight (8) or ten (10) hours per day exclusive of a one-half ($\frac{1}{2}$) hour meal period between the hours of 6:00 AM and 5:30 PM.

(b) **Shift Employees**

Except as noted in Article 9, Clause :03, a shift employee shall work eight (8) straight hours per day which includes a thirty (30) minute lunch period taken when possible so that it does not conflict with the operation of the business. Shifts may rotate or be changed through the sign-up procedure.

Normal shift hours are as listed below:

Pipeline Receivers

1 st Shift	6:00 a.m. till 2:00 p.m.
2 nd Shift	2:00 p.m. till 10:00 p.m.
3 rd Shift	10:00 p.m. till 6:00 a.m.

(c) **Terminal Operator Employees**

Normal shift hours are as listed below:
7:30 a.m. till 4:00 p.m. Monday through Friday

For relief of vacation, extended sickness, and bank time, hours will vary depending on the classification they are assigned to.

For example,
Pipeline Receiver 3x12's (4 hours removed from bank)
4x12's (8 hours added to bank)

For backfill of floaters, with forty (40) days notice, hours worked will vary depending on the classification they are assigned to and remaining shifts in that week will be scheduled to forty (40) hours as scheduled by the Company. The Company cannot require an employee to work less than a normal work day (8 hours minimum) as a result of backfilling for a floater unless mutually agreed.

For Example,
Pipeline Receiver requesting Tuesday night shift off as floater.
Working hours of Terminal Operator could be Monday - 8 hours (days);
Tuesday - 12 hours (nights); Thursday - 10 hours (days); Friday - 10 hours (days).

9.03

(a) **Ten Hour Shift - Pipeline Receivers**

Pipeline receivers who work a 10 hour shift shall work ten (10) straight hours per day which includes two ten (10) minute rest periods and a

thirty (30) minute lunch period taken when possible so that it does not conflict with the operation of the business. Shifts may rotate or be changed through the sign-up procedure or as per Article 9:04.

Normal shift hours are listed below:

- 1st Shift Monday through Thursday
6:00 a.m. to 4:00 p.m.
- 2nd Shift Sunday through Wednesday
8:00 p.m. to 6:00 a.m.
- 3rd Shift Thursday through Sunday (time as required)

While most pipeline receivers will be working a ten (10) hour day, business conditions may:

- i) require some pipeline receivers to work a weekly schedule of five (5) days, each of eight (8) hours duration; or
- ii) work a twelve (12) hour shift schedule.

(b) Twelve Hour Shift - Pipeline Receivers

Normal shift hours are listed below:

- 1st Shift - 6:00 a.m. to 6:00 p.m.
- 2nd Shift - 6:00 p.m. to 6:00 a.m.

The twelve hour schedule is based on a forty (40) hour week worked over a three (3) week period as a set of three (3) Twelve Hour Shifts in the first week, three (3) Twelve Hour Shifts in the second week and four (4) Twelve Hour Shifts in the third week for a total of one hundred and twenty (120) hours.

Pipeline Receivers who work this schedule shall work twelve (12) straight hours per day, which includes two (2) ten minute rest periods and a thirty (30) minute lunch period taken when possible so that it does not conflict with the operation of the business. Shifts may rotate or be changed through the sign-up procedure or as per Article 9:04.

Off duty Pipeline employees will co-operate to the maximum extent possible to provide sickness relief coverage (should it be required).

9:04

Work schedules contained in this Agreement will only be varied by the Company to meet changing business conditions and/or to improve operating efficiencies and, in such event, the Union will be informed at least thirty (30) days before the change is implemented.

- 9:05 Pipeline Receivers working four (4) ten (10) hour days per week are entitled to three days off per week but not necessarily consecutively.
- 9:06 Pipeline Receivers working twelve (12) hour days are entitled to a minimum of three (3) days off per week. Where possible, work days will be scheduled consecutively. Election of a "one day on, one day off" alternating schedule will be by mutual consent of the Company and employees involved.

ARTICLE 10 - LAYOVER

- 10:01 Should an employee in the performance of his regular duties be detained away from his home base for reasons beyond his control, the employee shall, as soon as possible, contact his Supervisor for further instructions. The Company shall pay the employee his regular rate for the normal working hours for each day so detained, plus reasonable out-of-pocket expenses for room and board.
- 10:02 Regular overtime provisions will apply for normal working hours where days worked are in excess of the regularly scheduled work days in a week.

ARTICLE 11 - SHIFT DIFFERENTIALS

- 11:01 Shift employees as defined in Article 9:02 (b) who work the second or third shift and ten hour shift employees as defined in Article 9:03 (a), and twelve hour shift employees as defined in Article 9:03 (b) who work the second shift shall be paid a shift differential.
- 11:02 Day employees as defined in Article 9:02 (a), and shift employees with start times of 6:00 a.m. [except as noted in Article 9:01 (f)] shall **not** be paid shift differentials.
- 11:03 All employees eligible for a shift differential shall be paid a shift differential of six percent (6%) of their basic rate for hours worked.
- 11:04 The basic rate referred to in 11:03 shall be computed by dividing the employee's monthly salary as shown in Appendix "A" by one hundred and seventy-four (174).
- 11:05 Shift differentials shall not form part of basic salaries and shall not be included for the purpose of computing overtime rates nor be paid for any period not actually worked including vacations and Company recognized holidays.

ARTICLE 12 - OVERTIME

- 12:01 All authorized time worked in the following cases shall be considered overtime and paid for at the rate of double the employee's regular rate of pay:

- (a) in excess of the regular scheduled working days;
- (b) on an eight hour shift or day employee's sixth (6th) and seventh (7th) work day in a work week;
- (c) on a ten hour shift or day employee's fifth (5th), sixth (6th) and seventh (7th) work day in a work week;
- (d) on a twelve (12) hour shift, the employee's fourth (4th), fifth (5th), sixth (6th), and seventh (7th) day off during a thirty-six (36) hour work week, or the fifth (5th), sixth (6th) and seventh (7th) work day off during a forty-eight (48) hour work week;
- (e) on a Company recognized holiday.

12:02 Overtime work shall be assigned as fairly and impartially as possible to the employees who are qualified to perform such work.

12:03 It is the Company's intent to provide at least eight (8) hours off between work periods. Should an employee work overtime within eight (8) hours from the start of his next regularly scheduled shift, he shall be excused from reporting to work until eight (8) hours has elapsed. He shall receive up to four (4) hours straight time pay for the first portion of the regular shift from which he is excused from work.

12:04 For purposes of computing overtime pay the employee's hourly rate shall be determined by dividing his monthly salary as shown in Appendix "A" by one hundred and seventy-four (174).

12:05 **Call-out**

Any employee will receive a minimum of four (4) hours pay at regular rates when called out:

- (a) to work on a Company recognized holiday;
- (b) to work on a day not scheduled as his work day;
- (c) and reports for work outside the regular working hours on a day on which he is normally scheduled to perform work, except that this minimum four (4) hours pay will not apply when work continues into the employee's regular shift or is a continuation of the employee's regular shift.

12:06 **Banking of Company Recognized Holidays and Overtime**

Notwithstanding Article 12, Clause :01 of the current Agreement, the Company agrees to the banking of Company recognized holidays and overtime subject to the following conditions:

(a) **Banking**

1. The maximum time that may be accumulated in the bank at any one time is 160 hours per employee.

2. When a Company recognized holiday (as defined in the Agreement) falls on an employee's regular day off, the employee is entitled to eight (8) hours pay at the regular rate. This applies to an employee working an eight (8) hour day, a ten (10) hour day, an eight (8) hour shift, a ten (10) hour shift, or a twelve (12) hour shift. In lieu of such eight (8) hours pay, the employee may elect to bank a full shift or working day (8, 10 and 12 hours) to be taken off at a later date.
3. When an employee is required to work on a regular scheduled day off, or on a Company recognized holiday, the employee is entitled to double time (2x) pay or bank all time worked on the basis of 2 hours banked for each hour worked (subject to 12:06 (a) 5. and 6.).
4. Lead Hands who are required to provide technical advice by telephone, outside their normal working hours, shall be deemed to have banked 24 hours, during each calendar year.

5. Overtime for all employees, except ten (10) or twelve (12) hour Pipeline may be banked in hourly increments provided a minimum of one (1) hour of overtime is worked during a work day. Subsequent half (.5) hours of overtime earned on the same day may be added to the bank.

Ten (10) hour Pipeline Receivers must work a minimum of two (2) hours overtime on a work day to be able to bank overtime. Subsequent half (.5) hours of overtime earned on the same day may be added to the bank.

Banking provisions for twelve (12) hour Pipeline Receivers are subject to 12:06 (a) 6.

6. Twelve Hour Shift Pipeline Receivers with less than twelve (12) hours in their own bank may bank all overtime worked at double time until a total of twelve (12) hours is attained. Subsequent overtime may be compensated by:

- i) double time pay; or
- ii) bank all time worked on the basis of two (2) hours banked for each hour worked. A minimum of two (2) hours overtime per day must be worked to be eligible for banking. Banking will be permitted only in hourly increments thereafter, i.e. for each half ($\frac{1}{2}$) hour of overtime worked, one (1) hour will be banked.

7. **Overtime Banking Summary**

(Rate: 1 Hour O/T = 2 Hours in Bank or double time pay)

Min. O/T Per Day Subsequent to be eligible
O/T Banking for Banking Increments

(0.5 O/T = 1Hr. in Bank)

8 Hour Day/Shift - 1.0 Hour	0.5 Hour
10 Hour Day/Shift - 2.0 Hour	0.5 Hour
12 Hour Day/Shift - No Minimum if employee has less than 12 hours in the bank.	0.5 Hour

- After 12 hours in the bank, then 2.0 hr/day minimum to bank.

- (b) **Withdrawal of Days from the Bank**

1. Shall be by mutual agreement in a manner that is fair to all employees and the business giving maximum consideration to the employee's preference, i.e. first come, first served.

Employees shall co-operate with the Management to the maximum degree possible when requested to withdraw days from the bank in times of economic downturn, shrinking volumes and pipeline downtime (at any time throughout the year). Management will only make this request if there is no other meaningful work available on-site that the employee is qualified and able to do.

2. Employees who work a ten hour day or shift shall only withdraw hours from the bank in ten hour blocks. Employees who work an eight hour day or shift shall only withdraw hours from the bank in eight hour blocks. Employees who work a twelve (12) hour shift shall only withdraw hours from the bank in twelve (12) hour blocks. All employees are restricted to a withdrawal maximum of 160 hours at any one time.
3. Days shall not be withdrawn from the bank:

During July and August
 - Without 72 hours notice
 - Without mutual sign-off acceptance.
 - Weekly withdrawals may be signed-off in advance by mutual agreement. Any subsequent changes to these agreed upon dates must be mutually agreed and signed-off.
4. Days off may be withdrawn from the bank on a Sunday day shift subject to the provisions of Article 12:06 (b) 1, 2, 3, 5 and providing 7 days notice is given for that Sunday.
5. Except by mutual agreement, only one employee may withdraw time from the bank on any working day.
6. Pipeline Receivers may only withdraw time from the bank in one week blocks to accommodate assigned relief postings or single days can be taken solely at the Company's discretion.

ARTICLE 13 - MEAL ALLOWANCE

13:01 In order to comply with the Income Tax Act, it's Regulations and Guidelines, for non-taxable benefits, the overtime meal expense reimbursements are as follows:

- i) the Company will provide a meal expense reimbursement for a reasonable amount when an employee has worked three (3) or

more hours of overtime immediately following their scheduled hours of work. A meal expense reimbursement may also be paid after an emergency early morning call out, which interfered with an employee's breakfast. (The overtime meal expense reimbursement in the following are up to thirteen dollars (\$13.00)

ii) **8 Hour Day/Shift Employees**

- one meal expense reimbursement at three (3) hours overtime 11th hour
- second meal expense reimbursement at six (6) hours overtime 14th hour
- additional meal expense reimbursement every four (4) hours thereafter

iii) **10 Hour Day/Shift Employees**

- one meal expense reimbursement at three (3) hours overtime 13th hour
- second meal expense reimbursement at six (6) hours overtime 16th hour
- additional meal expense reimbursement every four (4) hours thereafter

iv) **12 Hour Shift Employees**

- one meal expense reimbursement at three (3) hours overtime 15th hour
- second meal expense reimbursement at six (6) hours overtime 18th hour
- additional meal expense reimbursement every four (4) hours thereafter

13:02 After three (3) hours an employee can claim the meal expense reimbursement of a reasonable amount with appropriate receipts.

13:03 Meal expense reimbursements will be processed twice monthly.

13:04 Meal expense reimbursements will not be paid if the Company provides a meal.

13:05 If an employee is entitled to an overtime meal and chooses not to order one, they may claim a meal allowance of \$13.00. Such an allowance will be subject to all lawful deductions.

ARTICLE 14 - WAGES AND WAGE STATEMENT

14:01 The Company shall pay wages to every employee covered by this Agreement at the rates contained in Appendix "A" for the various classifications listed therein. Appendix "A" shall be deemed to be contained in and form part of this Agreement.

14:02 A progression increase for service on the job beyond the start rate shall be granted after an interval of six (6) months, in accordance with the applicable salary range, and shall be conditional on satisfactory work performance.

14:03 The term regular rate wherever used in this Agreement shall mean the salary for the employee's regular position as shown in Appendix "A".

14:04 The Company shall provide every employee covered by this Agreement with its regular itemized statement in respect to payments and deductions made by the Company on behalf of employees. The Employer shall record on each employee's T-4 slip, the total Union dues deducted and submitted on behalf of that employee.

14:05 If an employee, other than a Terminal Operator, temporarily works in a classification with a higher rate of pay, for a minimum of two (2) hours, he/she shall be paid at the higher rate for all time worked in that classification.

If an employee temporarily works in a classification with a lower rate of pay he/she shall not suffer a reduction in his/her regular rate of pay.

If an employee temporarily works in a supervisory position for a minimum of five (5) days, he/she shall be paid a 10% differential between the highest paid subordinate and the temporary supervisor retroactively for all the time worked in that position.

ARTICLE 15 - NEW CLASSIFICATIONS

15:01 The Company shall notify the Union when any new classification coming within the jurisdiction of this Agreement is added or if there is substantial change in the duties of an existing job. The Union and the Company shall negotiate on the rate to be established and that rate, once established, shall be retroactive to the introduction date of the new classification.

ARTICLE 16 - RECOGNIZED HOLIDAYS

16:01 There will be ten (10) Company recognized holidays in each calendar year and during the term of this Agreement. These holidays are:

New Year's Day	Canada Day	Remembrance Day
Good Friday	B.C. Day	Christmas Day
Labour Day	Boxing Day	Victoria Day
Thanksgiving Day		

An eleventh (11th) and twelfth (12th) floating holiday will be provided and these floaters may be taken at any time during the calendar year with at least forty (40) days notice provided that there is not another employee scheduled to be off at the requested time, unless mutually agreed otherwise.

Mutual agreement will be necessary if less than forty (40) days notice is given.

Should a new legislated holiday come into force, it will be substituted for the twelfth "floating" holiday.

The Company will post a notice on November 1st reminding employees to arrange to take their "floating" holidays prior to the end of that calendar year.

If the days have not been taken by December 31st, they will be added to the employee's bank (at their straight time equivalent).

16:02 For those employees working a Monday to Friday work week, the above Company recognized holidays will be observed on the day proclaimed by the Government as such, except where a holiday falls on a Saturday and/or

Sunday, and no other day(s) has been proclaimed for its observance, then it will be observed on the Company proclaimed day(s) by work unit.

16:03 For those working other than a Monday to Friday work week, the above Company recognized holidays will be observed on the days on which they fall.

16:04 An employee who does not work a Monday to Friday (8 hours per day) work week shall receive holiday pay equivalent to eight (8) hours pay at his regular rate for any of the ten (10) Company recognized holidays which are observed on one of his regular days off, without being required to work on such holiday, subject to Article 17, Clause :04 and 12:06 a:(2).

16:05 An employee shall not suffer any reduction in his regular rate of pay for the observance of any of the aforementioned Company recognized holidays except:

- (a) when he is on leave of absence or suspension without pay;
- (b) when he fails to report for regular scheduled work on the holiday unless there are extenuating circumstances involved;
- (c) when he is absent without permission on his scheduled working day before or his scheduled working day after the holiday;
- (d) when he is absent due to sickness or accident.

ARTICLE 17 - VACATIONS

17:01 Subject to requirements of legislation, employees who have been actively employed for a period of at least four (4) months since termination of their last vacation period, shall be eligible for vacations with pay annually, based on length of service, as follows:

SERVICE

VACATION

One (1) year but less than ten (10) years	Three (3) weeks
Ten (10) years but less than eighteen (18) years	Four (4) weeks
Eighteen (18) years but less than twenty-five (25) years	Five (5) weeks
Twenty-five (25) years or more	Six (6) weeks

Twelve Hour Shift employees are eligible to take their vacations in calendar week increments. Their vacation entitlement will be expressed in hours (120, 160, 200, or 240 annually) in accordance with the schedule for their years of service. Twelve Hour employees will deduct twelve (12) hours from their entitlement for each twelve (12) hour vacation day taken. A maximum of two (2) vacation days may be banked if the employee has only one (1) or two (2) vacation days remaining to complete a calendar week of time off. Twelve

Hour employees may draw from any banked time available to complete a calendar week of time off.

17:02 It will not be permissible to waive vacations and draw double pay. Service for the purpose of vacations shall mean all time during which the employee has been employed by the Company less any periods of absence of more than thirty (30) consecutive calendar days' duration except such absences which result from sickness or accident, and leave of absence for military service.

17:03 Vacation pay shall be at the rate of salary for the employee's regular position.

17:04 Vacations will be scheduled on a seniority basis with no more than one (1) employee allowed off at one time, unless mutually agreed otherwise. Before January 31st of each year, the Company will post a vacation calendar and a listing of each employee's vacation entitlement. The vacation calendar must be completed by March 1st, otherwise the Company will allocate vacation times.

Vacation scheduling will take precedence over scheduling of floaters and bank time if vacation is scheduled by March 1st.

17:05 When a Company recognized holiday occurs during an employee's vacation period the employee is entitled to eight (8) hours pay at the regular rate. This applies to an employee working an eight (8) hour day, a ten (10) hour or a twelve (12) hour day. In lieu of such eight hours pay, the employee may elect to bank a full shift or working day to be taken off at a later date.

17:06 When an employee becomes disabled as a result of sickness or accident after vacation has commenced, the period of such disability shall be considered as an absence due to sickness and excluded from vacation, provided the period of disability qualifies under the Company Disability Benefit Plan. The employee will be granted an equal number of calendar days as an extension, or at a later date, subject to the requirements of the operation.

17:07 An employee who has been actively employed for a period of at least five (5) working days, and whose services are terminated for any reason, shall be granted a vacation allowance on termination in lieu of vacation earned and not granted.

17:08 An employee who is granted a vacation allowance on termination shall not be eligible for a regular vacation during the calendar year in which he is re-employed. If the employee is subsequently terminated during that calendar year, he shall be entitled to a vacation allowance on termination in accordance with Article 18, Clause :07.

ARTICLE 18 - LABOUR/MANAGEMENT COMMITTEE

18:01 The Company shall establish during the term of this Agreement a Labour/Management Committee, which will be composed of a minimum of two (2) members from within the bargaining unit and a minimum of two (2) members of management. This committee will be advisory in nature and will meet every two (2) months, if requested, to discuss and recommend on matters concerning plant operations, but will not deal with interpretation of this Agreement. The Terminal Manager, or his delegate, will act as Chairman, and each party will endeavour to inform the other in advance of the subjects they wish to discuss at these meetings.

ARTICLE 19 - SAFETY

19:01 In keeping with the regulations of the B.C. Workers' Compensation Act, one (1) safety representative shall be selected from the members of the bargaining unit. The Terminal Manager, or delegate, shall meet monthly with the safety representative to discuss and recommend on safety matters and to promote a cooperative interest in the safety of the work force.

19:02 The Company will continue to make reasonable provision, including first aid facilities, for the safety and health of employees during the hours of their employment; all safety rules established by the Company shall be observed by employees.

19:03 Whenever the Company or the Workers' Compensation Act regulations require equipment to be worn on the job, such equipment shall be provided by the Company at no cost to the employee. The employee shall be held responsible for such equipment and shall be charged for any damage or loss for which he can reasonably be held responsible.

19:04 A First Aid Premium of thirty cents (30¢) per earned hour will be paid to employee(s) designated by management as a First Aid Attendant.

Note: Earned hours = actual hours worked, not statutory holidays.

Effective February 1st, 2000 a First Aid Premium of ten cents (10¢) per earned hour will be paid to employees holding a First Aid Certificate.

ARTICLE 20 - VEHICLE AND EQUIPMENT SAFETY

- 20:01 The employee will report in writing to the Supervisor promptly but not later than the end of his shift all safety or mechanical defects on the equipment which he has operated during that shift.
- 20:02 The Company, through a qualified employee or qualified person if a qualified employee is not available, will determine the serviceability of the equipment and direct such repairs as are necessary to conform with the safe and efficient operation of that equipment. In the event the repairs cannot be affected, the equipment will be so identified and kept out of service.

ARTICLE 21 - TIME OFF RE ACCIDENTS

- 21:01 Should an employee be involved in or be a witness to a motor vehicle accident involving a Company vehicle, he shall be allowed time off without loss of pay to go to court or any other agency or any other hearing as may be required.
- 21:02 The Company will provide the necessary legal representation for an employee if both the Company and an employee are involved in a court action resulting from a motor vehicle accident involving a Company vehicle, provided that there is no conflict of interest between the Company and the employee.

ARTICLE 22 - LUNCH ROOMS AND WASHROOMS

- 22:01 The Company agrees to maintain at Loughheed Terminal clean and sanitary washrooms, including toilet facilities and showers having hot and cold running water.
- 22:02 The Company shall provide lunch rooms.

ARTICLE 23 - CLOTHING, SAFETY FOOTWEAR AND VISION CARE

- 23:01 Should the Company require employees to wear any kind of uniform or coverall as a condition of his employment, such clothing shall be furnished and cleaned free of charge.
- 23:02 The Company agrees to supply work gloves on an exchange basis as required to each employee.
- 23.03 Effective February 1, 2005 the Company will provide a subsidy of one hundred and seventy dollars (\$170.00) per employee to allow the employee to purchase approved footwear of their selection. Effective February 1, 2008

such subsidy shall be increased to one hundred and eighty-five dollars (\$185.00) per employee per year. Reimbursement will occur only after submission of a receipt for the approved footwear. Should footwear become damaged during the course of the year and the allowance has been expended, the Company will replace the particular footwear in kind with the appropriate approval from the immediate supervisor.

- 23.04 The cost of prescription safety glasses will be borne by the Company with payment limited to no more than one pair per calendar year, unless employee's prescription changes. Such glasses must be acquired through the Company approved supplier and subject to existing guidelines.

ARTICLE 24 - JURY DUTY

- 24:01 The Company shall continue the regular pay of an employee whose absence is due to serving compulsory Jury Duty. Employees must make themselves available for work when not required to be in attendance as Jurors.

ARTICLE 25 - BEREAVEMENT LEAVE

- 25:01 The purpose of this leave is to provide time off for an employee's attendance at the funeral of a close family member, and if necessary, to assist with funeral arrangements. Normally, time off would not exceed three (3) working days. If travel time for out-of-town services is required, reasonable additional time (up to 2 days) may be granted at the discretion of local management. Cultural norms and special family circumstances may be considered by management in determining close family members and required time off.

A close family member is usually a parent, grandparent, spouse, child, grandchild, in-laws, brother, or sister.

If an employee is involved in other duties associated with a family death (e.g. executor of estate), required time off should be handled through vacation, banked time off or a request for unpaid personal leave.

- 25:02 If the employee is notified of the death while he is working, he shall be excused from, and paid for, the balance of that working shift.
- 25:03 Upon giving twenty-four (24) hours' notice, an employee may be given time off without pay to attend a funeral provided that this is not inconsistent with the efficient operation of the business.

ARTICLE 26 - MEDICAL EXAMINATIONS

- 26:01 Employees will be required to undergo such periodic medical examinations as may be determined necessary by the Company and shall not suffer loss of pay when absent from the job at the request of the Company for the purpose of having such medical examinations.
- 26:02 It is Company policy that all medical records will be held strictly confidential in the Medical Department. The Company shall not release information on an employee's physical work limitations without first obtaining written authorization from the employee. Only personnel so authorized may release details regarding any employee's physical condition.
- 26:03 When an employee disagrees with the diagnosis arising out of a Company medical examination, he has the right at his own expense to be examined by his personal physician. If there is a difference of opinion between the Company examiner and the employee's physician concerning the physical work limitations of the employee, the two physicians shall confer and may select a third physician whose medical assessment will be taken into account in determining the work limitations to be established.
- 26:04 Where work limitations are imposed, the Company will endeavour to assign the employee to other suitable work, if available.
- 26:05 Costs of the third physician's services will be borne equally by the Company and the Union.

ARTICLE 27 - BENEFITS

- 27:01 Employees coming under the terms of this Agreement will be covered under the Employee Benefits Program of Imperial Oil Limited subject to all the terms and conditions therein, and subject also to any revisions or amendments that may be made and applicable to all participating employees during that period.
- 27:02 It is understood that the Employee Benefit Program of Imperial Oil Limited applies on a uniform basis to all employees and, therefore, does not lend itself to amendment on behalf of any particular group of employees. However, if upon expiry of the Agreement either party wishes to negotiate an alternative program for the employees of this unit, such a program will be negotiated in lieu of participation in the Employee Benefits Program.

ARTICLE 28 - STRIKE AND LOCKOUT

- 28:01 During the term of this Agreement:
- (a) no employee shall strike and the Union shall not declare or purport to authorize a strike of such employees;

(b) the Company will not lock out any employee.

ARTICLE 29 - DURATION OR AMENDMENT OF AGREEMENT

29:01 This agreement shall be in effect from February 1st, 2005, to and including January 31st, 2011, and thereafter from year to year unless changed by mutual consent of both parties.

29:02 If either party wishes to amend or terminate this Agreement written notice of intention shall be made to the other party within four (4) months immediately preceding the date of expiration of this Agreement.

29:03 It is mutually agreed that the operation of sub sections (2) and (3) of section 50 of the British Columbia Labour Relations Code is specifically excluded from operation during the period of this collective agreement (February 1, 2005 to January 31, 2011).

In witness whereof, the parties hereto have caused these presents to be executed by their respective representatives.

DATED AT Vancouver, British Columbia, this day of , 2005.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

APPENDIX "A"

MONTHLY SALARY SCHEDULE - LOUGHEED TERMINAL

CLASSIFICATIONS	EFFECTIVE FEBRUARY 1 2005	EFFECTIVE FEBRUARY 1 2006
Plant Lead Hand - Plant Maintenance	\$5570	\$5737
Pipeline - Lead Hand - Pipeline Receiver	\$5570	\$5737
<i>Pipeline Receiver</i> - 24 months - 6 months - Start	\$5161 \$5014 \$4867	\$5315 \$5164 \$5013
<i>Terminal Operator</i> - 24 months - 12 months - Start	\$5161 \$5014 \$4867	\$5315 \$5164 \$5013

Effective every February 1st in each of 2007, 2008, 2009, 2010 increase wages by a percentage equal to the Imperial Oil general wage adjustment increase (not decrease).

NOTE:

- (1) On a promotion, the salary increase shall not be less than \$10/month, provided the new salary does not exceed the maximum for the job.
- (2) Progression rates refer to service in the classification and not the bargaining unit.
- (3) Pipeline Receiver experience will count as service for the Terminal Operator Classification.

LETTER OF UNDERSTANDING

BETWEEN: **IMPERIAL OIL LIMITED,**
Products & Chemicals Division
Lougheed Distribution Terminal,
3232 Underhill Avenue,
Burnaby, B.C.

(hereinafter referred to as the "Company")

AND: **TEAMSTERS LOCAL UNION No. 213**

(hereinafter referred to as the "Union")

The Company and the Union hereby agree that if Warehouse, Driving, Senior Mechanic - Plant Maintenance and/or Mechanic A - Plant Maintenance classification work ever comes back to Lougheed they will be part of the bargaining unit.

DATED AT Vancouver, British Columbia, this day of , 2005.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

